

COUNTY OF YOLO

Subgrant Signature Sheet

Title IIAgreement/
Subgrant No. 78-403Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of CaliforniaSubgrantee
KVIE Channel 6

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and KVIE Channel 6 hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program

FILED

KVIE Channel 6

JAN - 4 1979

Address

LAURENCE P. HENIGAN, Clerk

Micro Fiched

P. O. Box 6

By *Debra S. Conley*

Deputy

Phone

City

Sacramento, CA 95833

929-5843

Program Director

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on January 1, 1979The term of the SUBGRANT shall end on March 31, 1979The total amount of the SUBGRANT is \$ 1,953

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

X By Signature

Name and Title

Date

PATRICK MOORE

Director of Administration

Name and Title

Date

ARTHUR H. EDMONDS, Chairman
Yolo County Board of Supervisors

DEC 26 1978

Type name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of January, 1979, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the KVIE Channel 6 hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Micro Fiched

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 98 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9)).

- (e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and Micro Fiched
- (f) Making maximum efforts to achieve the provisions of the plan.

2. KVIE Channel 6 is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Assurances and Certification.
- (d) Position Listing
- (e) Line Item Budget
- (f)
- (g)
- (h)
- (i)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as
3 determined by PRIME SPONSOR perform the services described in
4 the attachments listed above under Subgrant which are subject
5 to all the terms, conditions, and assurances of this SUBGRANT.

6 3. Term

Micro Fished

7 The term of this SUBGRANT shall begin January 1, 1979,
8 and shall end March 31, 1979, as set forth in the
9 Signature Sheet. Grant funds may not, without advance written
10 approval by PRIME SPONSOR, be obligated before the beginning
11 of the term or after the ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and
14 necessary costs incurred in the performance of this contract
15 in accordance with the following:

16 (a) Total Reimbursement shall not exceed the amount of
17 \$ 1,953, as set forth on Signature Sheet.

18 (b) Payment of costs incurred in the performance of this
19 contract shall be paid on the basis of an approved
20 monthly claim as follows:

21 (1) Within ten (10) days following the completion of
22 each calendar month SUBGRANTEE shall submit to
23 PRIME SPONSOR a claim itemizing all expenditures
24 made pursuant to this subgrant during the preceding
25 month.

26 (2) The County Administrative Officer of PRIME SPONSOR,

1 or his designee, shall review that claim, may review
2 the records, books of account, trial balance and
3 vouchers of SUBGRANTEE, and shall approve the claim
4 to the extent that SUBGRANTEE has incurred reasonable
5 and necessary costs pursuant to this subgrant,
6 including the Budget Schedules attached hereto.

7 (3) To the extent permitted by the Federal ^{Micro Fiched} Government,
8 the County Administrative Officer or his designee
9 may approve in advance of working capital to SUB-
10 GRANTEE. Each advance of working capital shall be
11 made on application in writing by SUBGRANTEE. Each
12 approval shall be in writing and shall set forth
13 the terms for repayment. Repayment shall be offset
14 against amounts payable on monthly claims. The
15 terms of repayment may be modified by written order
16 of the County Administrative Officer or his designee.
17 Upon termination of this subgrant any unpaid advances
18 shall be offset against any remaining payments to
19 SUBGRANTEE. Any advances exceeding remaining pay-
20 ments shall be repaid to PRIME SPONSOR immediately.

21 (c) Reasonable and necessary costs shall be determined by
22 PRIME SPONSOR in accordance with the requirements of the
23 United States Department of Labor and the United States
24 OMB, Circulars A-87 and A-102, and any additional
25 requirements or procedures established by PRIME SPONSOR.

26 (d) It is expressly understood by PRIME SPONSOR and

1 SUBGRANTEE that PRIME SPONSOR has made applications to the
2 United States Department of Labor for a grant of funds
3 under the Comprehensive Employment and Training Act of
4 1973, as amended, for the purpose of funding services
5 under this contract and that PRIME SPONSOR is not
6 obligated to provide funds to SUBGRANTEE and SUBGRANTEE
7 is not obligated to provide services under the contract
8 until such funds are available to PRIME SPONSOR by the
9 Department of Labor.

- 10 (e) Approved claims shall be paid only from funds granted to
11 PRIME SPONSOR by the U. S. Department of Labor.

12 5. Records, Audit, Inspection

13 (a) Establishment and Maintenance of Records

14 The SUBGRANTEE shall maintain records, including but not
15 limited to books, financial records, supporting docu-
16 ments, statistical records, personnel, property and all
17 other pertinent records sufficient to reflect properly,

18 (a) all direct and indirect costs whatsoever nature
19 claimed to have been incurred and anticipated to be con-
20 current to perform this contract, and (b) all other
21 matters covered by this SUBGRANT for which the mainten-
22 ance and retention of records is required by law,
23 including but not limited to U.S. OMB Circulars No.
24 A-87 and No. A-102, and regulations of the U.S. Department
25 of Labor, including but not limited to 29 CFR & 98.18.
26 The obligation to maintain and preserve records shall not

1 be diminished by any instructions or advice given by
2 PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable
3 written reports to PRIME SPONSOR.

4 (b) Preservation of Records

5 SUBGRANTEE shall preserve and make available its records
6 related to this SUBGRANT (a) until the expiration of
7 three (3) years from the date of final payment to
8 SUBGRANTEE under this SUBGRANT (b) for such longer period,
9 if any, as required by applicable law.

Micro Fiched

10 If this SUBGRANT is terminated, the records
11 relating to this SUBGRANT shall be preserved
12 and made available for a period of three (3)
13 years from the date of any resulting final
14 settlement.

15 (c) Accounting by SUBGRANTEE

16 SUBGRANTEE shall establish and maintain at all times, on
17 a current basis in conjunction with the Program, an
18 adequate accrued accounting system covering all costs,
19 items and expenditures with respect to the Program, in
20 accordance with generally accepted accounting principles
21 and standards, and in accordance with requirements of the
22 Federal Government and any PRIME SPONSOR requirements as
23 set forth in the SUBGRANTEES' Fiscal Activities Manual.

24 (d) Examination of Records and Facilities

25 At any time during normal business hours, PRIME SPONSOR
26 or duly authorized representative thereof, shall until

1 expiration of three (3) years after final payment under
2 this SUBGRANT have access to and the right to examine its
3 offices, and facilities engaged in performance of this
4 SUBGRANT and all its records with respect to all matters
5 covered by this SUBGRANT, including the right to audit,
6 examine and make excerpts of transcripts and from such
7 records to make audit of all contracts and subcontracts,
8 invoices, payrolls, records or personnel conditions of
9 employment, material and all other data relating to
10 matters covered by the SUBGRANT.

Micro Fiched

11 (e) Documentation of Cost

12 All cost shall be supported by properly executed payrolls,
13 time records, invoices, contracts, or vouchers or other
14 official documentation evidencing in proper detail the
15 nature of propriety of the charge. All checks, payrolls,
16 accounting documents, pertaining in whole or part of this
17 contract shall be clearly identified and readily
18 accessible.

19 6. Suspension of Disallowance of Payments

20 PRIME SPONSOR may at any time elect to offset against, suspend,
21 or disallow payment to SUBGRANTEE in whole or part or to de-
22 mand repayment under this agreement in the event of any of the
23 following occurrences, to wit:

- 24 (a) If SUBGRANTEE (with knowledge) shall have made any mis-
25 representation of any nature with respect to any
26 information or data furnished to PRIME SPONSOR in

connection with Program.

- (b) If SUBGRANTEE is in default under any provisions of this agreement.
- (c) If SUBGRANTEE maintains a pattern of discrimination.
- (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.
- (e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.
- (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

Micro Fiched

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

- (1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.
- (2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.
- (3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.
- (4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied

1 by the U. S. Department of Labor to the grant under
2 which this Agreement is made. SUBGRANTEE shall not
3 be relieved of liability to PRIME SPONSOR for
4 damages sustained by PRIME SPONSOR by virtue of
5 any breach of the Agreement by SUBGRANTEE and PRIME
6 SPONSOR may withhold any reimbursement to SUBGRANTEE
7 for the purposes of setoff until such time as the
8 exact amount of damages due PRIME SPONSOR from
9 SUBGRANTEE is agreed upon or otherwise determined.

10 (b) Without Cause

Micro Fiched

11 PRIME SPONSOR may terminate this SUBGRANT at any time by
12 giving written notice to SUBGRANTEE of such termination
13 and specifying the effective date thereof, at least 30
14 days before the effective date of such termination. If
15 the SUBGRANT is terminated by PRIME SPONSOR as provided
16 herein, SUBGRANTEE will be paid an amount which the same
17 ratio to the total compensation as the services actually
18 performed bear to the total services of SUBGRANTEE
19 covered by this SUBGRANT, less payments of compensation
20 previously made.

21 8. Severability of Provisions

22 If any provisions of this SUBGRANT are held invalid, the re-
23 mainder of this SUBGRANT shall not be affected thereby, in
24 such remainder would then continue to conform to terms and
25 requirements of applicable law.

26 ///

1 9. Exculpatory Clause

2 SUBGRANTEE shall indemnify and hold harmless and defend PRIME
3 SPONSOR, its officers, employees and agents from and against
4 all claims, losses, liabilities, or damages, including attorney
5 fees, arising out of or resulting from the performance of this
6 Agreement, caused in whole or in part by any negligent act or
7 omission of SUBGRANTEE or anyone directly or indirectly
8 employed by SUBGRANTEE, regardless of whether or not it is
9 caused in part by a party indemnified hereunder. Micro Fiched

10 10. Legal Relationship

11 (a) It is herein understood and agreed that SUBGRANTEE is an
12 independent contractor and that no relationship of
13 employer-employee exists between the parties hereto.
14 That SUBGRANTEE shall not be entitled to any benefits
15 available to employees of PRIME SPONSOR. That PRIME
16 SPONSOR is not required to make any deductions from the
17 compensation payable to SUBGRANTEE under the provisions
18 of this Agreement; that as an independent contractor,
19 SUBGRANTEE thereby holds PRIME SPONSOR harmless from any
20 and all claims that may be made against PRIME SPONSOR
21 based upon any contention by any third party that an
22 employer-employee relationship exists by reason of this
23 Agreement.

24 (b) It is further understood and agreed by the parties hereto
25 that SUBGRANTEE in the performance of its obligations
26 hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

Micro Fiched

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

1 budget category for the term of this program and shall explain
2 in detail the reasons for such excess.

3 12. Procedures for Corrective Action

4 (a) Whenever the County Administrative Officer of PRIME
5 SPONSOR determines in the manner set forth herein that
6 SUBGRANTEE has failed to comply with any provision of
7 this SUBGRANT, the County Administrative Officer may
8 order corrective action. Micro Fiched

9 (b) Before making such an order, the County Administrative
10 Officer or his designee shall give SUBGRANTEE ten (10)
11 days' written notice setting forth the nature of SUB-
12 GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE
13 and its officers or responsible employees may have an
14 opportunity to meet with the County Administrative
15 Officer or PRIME SPONSOR or his designee for the purposes
16 of considering the need for and nature of corrective
17 action.

18 (c) An order for corrective action shall be in writing and
19 shall set forth specific directions for corrective action,
20 a detailed timetable for implementing the specific
21 directions for reporting to PRIME SPONSOR as to
22 implementation. The order shall be served on SUBGRANTEE.

23 (d) If SUBGRANTEE shall fail to implement an order for
24 corrective action, or if it shall fail to do so within
25 the timetable set for implementation, the County
26 Administrative Officer of the PRIME SPONSOR may recommend

1 that the Governing Body suspend payments hereunder or
2 terminate this SUBGRANT.

- 3 (e) If SUBGRANTEE shall fail to comply with the administrative
4 requirements of this SUBGRANT, such as those requiring
5 the timely submission of all periodic reports, and if
6 such failure shall not be suggestive of other apparent
7 misfeasance, malfeasance, or nonfeasance, the County
8 Administrative Officer shall be empowered, without con-
9 sultation with the Governing Body, to suspend or delay
10 any and all payments under this SUBGRANT until such
11 failure is rectified.

Micro Fiched

12 13. Property

- 13 (a) Any property acquired by SUBGRANTEE pursuant to this
14 Agreement shall be governed by the provisions of
15 Attachment N of OMB Circular No. A-102 and SUBGRANTEE
16 shall be subject to the obligations of grantee set
17 forth therein, and as between PRIME SPONSOR and SUB-
18 GRANTEE, PRIME SPONSOR shall have all the rights of
19 grantee agency set forth therein. Generally it is
20 expected that grant property will be retained and used
21 throughout its useful life in the grant program for
22 which it was acquired or if that program is terminated,
23 or if the property is no longer needed in the program,
24 in any other similar program of SUBGRANTEE, or PRIME
25 SPONSOR.
26 (b) The SUBGRANTEE'S Property Standards of Non-Expendable

1 Personal Property shall include the following procedural
2 requirements:

- 3 (1) Property records shall be maintained accurately and
4 provided for: A description of the property, manu-
5 facturer's serial number or other identification
6 number, acquisition data and cost, source of the
7 property, use and condition of property.
- 8 (2) Physical inventory of property shall be taken and
9 the result reconciled with the property records
10 at least once a year to verify the existence,
11 current utilization, and continued need for property.
- 12 (3) Adequate maintenance procedures shall be implemented
13 to keep property in good condition. Micro Fiched
- 14 (4) A control system shall be in effect to insure
15 adequate safeguards to prevent loss, damage, or
16 theft to property. Any loss, damage or theft of
17 non-expendable properties shall be investigated
18 and fully documented.

19 14. Contingent Fee

20 SUBGRANTEE warrants that no person, selling agency or other
21 organization has been employed or retained to solicit or
22 secure this agreement upon an agreement or understanding for
23 commission, percentage, brokerage, or contingency fee. For
24 breach or violation of this covenant the PRIME SPONSOR shall
25 have the right to annul this agreement without liability or,
26 at its discretion, to deduct from the compensation or otherwise

1 recover, the full amount of such commission, percentage,
2 brokerage, or contingency fee.

3 15. Laws

4 SUBGRANTEE shall comply with all the applicable laws, decisions,
5 statutes, regulations and ordinances of the United States,
6 the State of California, and local governments.

Micro Fiched

7 16. Rights

8 SUBGRANTEE agrees to and does hereby grant to the Federal
9 Government a royalty-free, non-exclusive and irrevocable
10 license throughout the world of government purposes to publish,
11 translate, reproduce, and otherwise use and dispose of, and to
12 authorize others to do so, all data, including reports,
13 patents, copyrights, drawings, blueprints, and technical
14 information resulting from the performance of the work under
15 this SUBGRANT. SUBGRANTEE will not include copyrighted
16 matter in the material furnished under this agreement without
17 written permission from the copyright owner. The SUBGRANTEE
18 further agrees that in the performance of this SUBGRANT no
19 person having interest that would conflict with the performance
20 of this SUBGRANT shall be employed.

21 17. Right to Reuse

22 If, under the provisions of this SUBGRANT, SUBGRANTEE develops
23 any systems analysis products, models, electronic data
24 processing systems, software and related services, SUBGRANTEE
25 agrees that the methods, materials, logic, and systems
26 developed pursuant to this SUBGRANT shall be the property of

PRIME SPONSOR, and be used as PRIME SPONSOR sees fit, including the right to reuse and publish the same without limitation.

18. Personnel

- (a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR. Micro Fiched
- (b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- (c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.
- (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Title VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Title VI when any other person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

Micro Fiched

21. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

///

1 25. Nepotism

2 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall
3 hire, or cause or allow to be hired, a person into an
4 administrative capacity, staff position or public service
5 employment position funded under CETA, if a member of his or
6 her immediate family is employed in an administrative capacity
7 for the PRIME SPONSOR, SUBGRANTEE or any employing contractor.
8 However, where a state of local statute regarding nepotism
9 exists which is more restrictive than the policy, the eligible
10 applicant should follow the State of local statute in lieu of
11 the policy.

Micro Fiched

- 12 (a) The term "member of the immediate family" includes: wife,
13 husband, son, daughter, mother, father, brother,
14 brother-in-law, sister, sister-in-law, father-in-law,
15 mother-in-law, aunt, uncle, niece, nephew, step-parent,
16 and step-child.
- 17 (b) The term "Administrative capacity" includes those persons
18 who have overall administrative responsibility for a
19 program, including all elected and appointed officials
20 who have any responsibility for the obtaining of and/or
21 approval of any grant funded under the Act, such as
22 members of the PRIME SPONSOR Planning Council, other
23 officials who have an influence or control over the
24 administration of the program, as set forth in 29 CFR §
25 98.22(b)(3).
- 26 (c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

Micro Fiched

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

Micro Fiched

29. Insurance

SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet.

WHEREFORE, the parties have executed this SUBGRANT

No. 78-403.

COUNTY OF YOLO, PRIME SPONSOR

Arthur P. Edwards
(Signature of Authorized Officer)

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

Micro Fiched

KVIE Channel 6
(Legal Name of SUBGRANTEE)

Karl J. Kane
(Signature of Authorized Officer)

1-4-79
19
Director of Administration
(Title of Authorized Officer)

(Corporate Seal)

///

///

///

///

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them. Micro. Fiched

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a) (9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)). Micro Fiched

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

Micro Fiched

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

Micro Fiched

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that:

- 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

Micro Fiched

B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 106 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 93-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974). Micro Fiched

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c) (4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate exceeds except where exempt under section 604 of the Act (sections 205(c) (6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c) (7)).

Micro Fiched

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c) (8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c) (9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c) (17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c) (18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c) (19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c) (21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a) (1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c) (22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c) (23)). Micro Fiched

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205 (c) (24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c) (24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

Micro Fiched

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

Micro Fiched

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

Arthur H. Edmonds
(Signature of Authorized Officer)

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

• Micro Fiched

KVIE Channel 6
(Legal Name of Subgrantee)

1-4-79
19

Carl J. ...
(Signature of Authorized Officer)

Director of Administration
(Title of Authorized Officer)

POSITION LISTING

TITLE II

KVIE Channel 6

	<u>Positions</u>	<u>Salary</u> <u>1-1-79 to 3-31-79</u>	<u>Benefits</u>	<u>Total</u>
One	Production Crew	<u>\$ 1,740</u>	<u>\$ 213</u>	<u>\$1,953</u>

Micro Fiched

A TITLE II OPERATING BUDGET

☒ ORIGINAL ☐ REVISION NO. _____

DATE December 19, 1978

Subgrantee Name and Address:

KVIE Channel 6

P. O. Box 6

Sacramento, CA 95833

Contact Person _____

Phone 929-5843 Contract No. _____

Period: From 1-1-79 To 3-31-79

Program Name P.S.E. Title II

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.			651					651
FEB.			651					651
MAR.			651					651
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL			1953					1953

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.			580	71			651
FEB.			580	71			651
MAR.			580	71			651
APR.							
MAY							
JUNE							
JULY							
AUG.							
SEPT.							
TOTAL			1740	213			1953

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT

For CETA Approval Only:

Name and Title of Authorized Official _____

Signature _____ Date _____

Robert A. Boyer
Accountant

12-26-78
Date

James L. Chubb
Principal Administrative Analyst

12-26-78
Date

Subgrant Signature Sheet

Title IIAgreement/
Subgrant No. 78-404Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of CaliforniaSubgrantee
Legal Aid Society of Sacramento

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and Legal Aid Society of Sacramento hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

Program

JAN 25 1979

Legal Aid Society of Sacramento

Address

PETER McNAMEE, Clerk

1235 H. Street

By DEBRA E. CONLEY

City

Phone Deputy

Sacramento, CA 95814

444-6760

Micro Fiched

Program Director

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

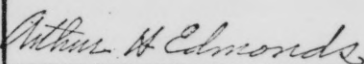
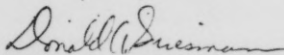
The term of the SUBGRANT shall begin on January 1, 1979The term of the SUBGRANT shall end on March 31, 1979The total amount of the SUBGRANT is \$2,535

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

By Signature



Name and Title

Date

Name and Title

Date

Donald Gresman
Executive DirectorARTHUR H. EDMONDS
Yolo County Board of Supervisors

DEC 26 1978

Type name and title of Authorized Officer

SUBGRANT
COUNTY OF YOLO

This SUBGRANT dated this 1st day of January,
1979, by and between the County of Yolo, a political subdivision,
hereinafter called Prime Sponsor or County, and the Legal Aid Society
of Sacramento hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Micro Fiched

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances;
 - (b) Compliance with Part 98 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9).

- (e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and Micro Fiched
- (f) Making maximum efforts to achieve the provisions of the plan.

2. Legal Aid Society of Sacramento is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Assurances and Certification.
- (d) Position Listing
- (e) Line Item Budget
- (f)
- (g)
- (h)
- (i)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as
3 determined by PRIME SPONSOR perform the services described in
4 the attachments listed above under Subgrant which are subject
5 to all the terms, conditions, and assurances of this SUBGRANT.

6 3. Term

Micro Fiched

7 The term of this SUBGRANT shall begin January 1, 1979,
8 and shall end March 31, 1979, as set forth in the
9 Signature Sheet. Grant funds may not, without advance written
10 approval by PRIME SPONSOR, be obligated before the beginning
11 of the term or after the ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and
14 necessary costs incurred in the performance of this contract
15 in accordance with the following:

16 (a) Total Reimbursement shall not exceed the amount of
17 \$ 2,535, as set forth on Signature Sheet.

18 (b) Payment of costs incurred in the performance of this
19 contract shall be paid on the basis of an approved
20 monthly claim as follows:

21 (1) Within ten (10) days following the completion of
22 each calendar month SUBGRANTEE shall submit to
23 PRIME SPONSOR a claim itemizing all expenditures
24 made pursuant to this subgrant during the preceding
25 month.

26 (2) The County Administrative Officer of PRIME SPONSOR,

1 or his designee, shall review that claim, may review
2 the records, books of account, trial balance and
3 vouchers of SUBGRANTEE, and shall approve the claim
4 to the extent that SUBGRANTEE has incurred reasonable
5 and necessary costs pursuant to this subgrant, ^{Micro Fiched}
6 including the Budget Schedules attached hereto.

7 (3) To the extent permitted by the Federal Government,
8 the County Administrative Officer or his designee
9 may approve in advance of working capital to SUB-
10 GRANTEE. Each advance of working capital shall be
11 made on application in writing by SUBGRANTEE. Each
12 approval shall be in writing and shall set forth
13 the terms for repayment. Repayment shall be offset
14 against amounts payable on monthly claims. The
15 terms of repayment may be modified by written order
16 of the County Administrative Officer or his designee.
17 Upon termination of this subgrant any unpaid advances
18 shall be offset against any remaining payments to
19 SUBGRANTEE. Any advances exceeding remaining pay-
20 ments shall be repaid to PRIME SPONSOR immediately.

21 (c) Reasonable and necessary costs shall be determined by
22 PRIME SPONSOR in accordance with the requirements of the
23 United States Department of Labor and the United States
24 OMB, Circulars A-87 and A-102, and any additional
25 requirements or procedures established by PRIME SPONSOR.

26 (d) It is expressly understood by PRIME SPONSOR and

1 SUBGRANTEE that PRIME SPONSOR has made applications to the
2 United States Department of Labor for a grant of funds
3 under the Comprehensive Employment and Training Act of
4 1973, as amended, for the purpose of funding services
5 under this contract and that PRIME SPONSOR is not
6 obligated to provide funds to SUBGRANTEE and SUBGRANTEE
7 is not obligated to provide services under the contract
8 until such funds are available to PRIME SPONSOR by the
9 Department of Labor. Micro Fiched

- 10 (e) Approved claims shall be paid only from funds granted to
11 PRIME SPONSOR by the U. S. Department of Labor.

12 5. Records, Audit, Inspection

13 (a) Establishment and Maintenance of Records

14 The SUBGRANTEE shall maintain records, including but not
15 limited to books, financial records, supporting docu-
16 ments, statistical records, personnel, property and all
17 other pertinent records sufficient to reflect properly,

18 (a) all direct and indirect costs whatsoever nature
19 claimed to have been incurred and anticipated to be con-
20 current to perform this contract, and (b) all other
21 matters covered by this SUBGRANT for which the mainten-
22 ance and retention of records is required by law,
23 including but not limited to U.S. OMB Circulars No.
24 A-87 and No. A-102, and regulations of the U.S. Department
25 of Labor, including but not limited to 29 CFR & 98.18.
26 The obligation to maintain and preserve records shall not

1 be diminished by any instructions or advice given by
2 PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable
3 written reports to PRIME SPONSOR.

Micro Fiched

4 (b) Preservation of Records

5 SUBGRANTEE shall preserve and make available its records
6 related to this SUBGRANT (a) until the expiration of
7 three (3) years from the date of final payment to
8 SUBGRANTEE under this SUBGRANT (b) for such longer period,
9 if any, as required by applicable law.

10 If this SUBGRANT is terminated, the records
11 relating to this SUBGRANT shall be preserved
12 and made available for a period of three (3)
13 years from the date of any resulting final
14 settlement.

15 (c) Accounting by SUBGRANTEE

16 SUBGRANTEE shall establish and maintain at all times, on
17 a current basis in conjunction with the Program, an
18 adequate accrued accounting system covering all costs,
19 items and expenditures with respect to the Program, in
20 accordance with generally accepted accounting principles
21 and standards, and in accordance with requirements of the
22 Federal Government and any PRIME SPONSOR requirements as
23 set forth in the SUBGRANTEES' Fiscal Activities Manual.

24 (d) Examination of Records and Facilities

25 At any time during normal business hours, PRIME SPONSOR
26 or duly authorized representative thereof, shall until

1 expiration of three (3) years after final payment under
2 this SUBGRANT have access to and the right to examine its
3 offices, and facilities engaged in performance of this
4 SUBGRANT and all its records with respect to all matters
5 covered by this SUBGRANT, including the right to audit,
6 examine and make excerpts of transcripts and from such
7 records to make audit of all contracts and subcontracts,
8 invoices, payrolls, records or personnel conditions of
9 employment, material and all other data relating to
10 matters covered by the SUBGRANT.

Micro Fiched

11 (e) Documentation of Cost

12 All cost shall be supported by properly executed payrolls,
13 time records, invoices, contracts, or vouchers or other
14 official documentation evidencing in proper detail the
15 nature of propriety of the charge. All checks, payrolls,
16 accounting documents, pertaining in whole or part of this
17 contract shall be clearly identified and readily
18 accessible.

19 6. Suspension of Disallowance of Payments

20 PRIME SPONSOR may at any time elect to offset against, suspend,
21 or disallow payment to SUBGRANTEE in whole or part or to de-
22 mand repayment under this agreement in the event of any of the
23 following occurrences, to wit:

- 24 (a) If SUBGRANTEE (with knowledge) shall have made any mis-
25 representation of any nature with respect to any
26 information or data furnished to PRIME SPONSOR in

1 connection with Program.

- 2 (b) If SUBGRANTEE is in default under any provisions of this
3 agreement.
- 4 (c) If SUBGRANTEE maintains a pattern of discrimination.
- 5 (d) If SUBGRANTEE incurs unreasonable administrative costs
6 in the conduct of activities and program. Micro Fiched
- 7 (e) If the SUBGRANTEE fails to comply with any other terms
8 and conditions of this SUBGRANT.
- 9 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports
10 which are incorrect or incomplete in any material
11 respect.

12 7. Termination of SUBGRANT

13 (a) With Cause

14 PRIME SPONSOR may terminate the SUBGRANT in the following
15 instances by giving written notice to the SUBGRANTEE at
16 least five (5) days prior to the effective termination
17 date stated in the notice:

- 18 (1) If through any cause SUBGRANTEE shall fail to ful-
19 fill in timely and proper manner its obligations
20 under this Agreement.
- 21 (2) If SUBGRANTEE shall violate any of the covenants
22 or stipulations of this Agreement.
- 23 (3) If the grant from the U. S. Department of Labor
24 under which this Agreement is made is terminated.
- 25 (4) If SUBGRANTEE is unable or unwilling to comply with
26 such additional conditions as may be lawfully applied

1 by the U. S. Department of Labor to the grant under
2 which this Agreement is made. SUBGRANTEE shall not
3 be relieved of liability to PRIME SPONSOR for
4 damages sustained by PRIME SPONSOR by virtue of
5 any breach of the Agreement by SUBGRANTEE and PRIME
6 SPONSOR may withhold any reimbursement to SUBGRANTEE
7 for the purposes of setoff until such time as the
8 exact amount of damages due PRIME SPONSOR from
9 SUBGRANTEE is agreed upon or otherwise determined.

10 (b) Without Cause

Micro Fiched

11 PRIME SPONSOR may terminate this SUBGRANT at any time by
12 giving written notice to SUBGRANTEE of such termination
13 and specifying the effective date thereof, at least 30
14 days before the effective date of such termination. If
15 the SUBGRANT is terminated by PRIME SPONSOR as provided
16 herein, SUBGRANTEE will be paid an amount which the same
17 ratio to the total compensation as the services actually
18 performed bear to the total services of SUBGRANTEE
19 covered by this SUBGRANT, less payments of compensation
20 previously made.

21 8. Severability of Provisions

22 If any provisions of this SUBGRANT are held invalid, the re-
23 mainder of this SUBGRANT shall not be affected thereby, in
24 such remainder would then continue to conform to terms and
25 requirements of applicable law.

26 ///

1 9. Exculpatory Clause

2 SUBGRANTEE shall indemnify and hold harmless and defend PRIME
3 SPONSOR, its officers, employees and agents from and against
4 all claims, losses, liabilities, or damages, including attorney
5 fees, arising out of or resulting from the performance of this
6 Agreement, caused in whole or in part by any negligent act or
7 omission of SUBGRANTEE or anyone directly or indirectly
8 employed by SUBGRANTEE, regardless of whether or not it is
9 caused in part by a party indemnified hereunder. Micro Fiched

10 10. Legal Relationship

- 11 (a) It is herein understood and agreed that SUBGRANTEE is an
12 independent contractor and that no relationship of
13 employer-employee exists between the parties hereto.
14 That SUBGRANTEE shall not be entitled to any benefits
15 available to employees of PRIME SPONSOR. That PRIME
16 SPONSOR is not required to make any deductions from the
17 compensation payable to SUBGRANTEE under the provisions
18 of this Agreement; that as an independent contractor,
19 SUBGRANTEE thereby holds PRIME SPONSOR harmless from any
20 and all claims that may be made against PRIME SPONSOR
21 based upon any contention by any third party that an
22 employer-employee relationship exists by reason of this
23 Agreement.
- 24 (b) It is further understood and agreed by the parties hereto
25 that SUBGRANTEE in the performance of its obligations
26 hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

Micro Fiched

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

1 budget category for the term of this program and shall explain
2 in detail the reasons for such excess.

3 12. Procedures for Corrective Action

Micro Fiched

- 4 (a) Whenever the County Administrative Officer of PRIME
5 SPONSOR determines in the manner set forth herein that
6 SUBGRANTEE has failed to comply with any provision of
7 this SUBGRANT, the County Administraive Officer may
8 order corrective action.
- 9 (b) Before making such an order, the County Administrative
10 Officer or his designee shall give SUBGRANTEE ten (10)
11 days' written notice setting forth the nature of SUB-
12 GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE
13 and its officers or responsible employees may have an
14 opportunity to meet with the County Administrative
15 Officer or PRIME SPONSOR or his designee for the purposes
16 of considering the need for and nature of corrective
17 action.
- 18 (c) An order for corrective action shall be in writing and
19 shall set forth specific directions for corrective action,
20 a detailed timetable for implementing the specific
21 directions for reporting to PRIME SPONSOR as to
22 implementation. The order shall be served on SUBGRANTEE.
- 23 (d) If SUBGRANTEE shall fail to implement an order for
24 corrective action, or if it shall fail to do so within
25 the timetable set for implementation, the County
26 Administrative Officer of the PRIME SPONSOR may recommend

1 that the Governing Body suspend payments hereunder or
2 terminate this SUBGRANT.

- 3 (e) If SUBGRANTEE shall fail to comply with the administrative
4 requirements of this SUBGRANT, such as those requiring
5 the timely submission of all periodic reports, and if
6 such failure shall not be suggestive of other apparent
7 misfeasance, malfeasance, or nonfeasance, the County
8 Administrative Officer shall be empowered, without con-
9 sultation with the Governing Body, to suspend or delay
10 any and all payments under this SUBGRANT until such
11 failure is rectified.

Micro Fiched

12 13. Property

- 13 (a) Any property acquired by SUBGRANTEE pursuant to this
14 Agreement shall be governed by the provisions of
15 Attachment N of OMB Circular No. A-102 and SUBGRANTEE
16 shall be subject to the obligations of grantee set
17 forth therein, and as between PRIME SPONSOR and SUB-
18 GRANTEE, PRIME SPONSOR shall have all the rights of
19 grantee agency set forth therein. Generally it is
20 expected that grant property will be retained and used
21 throughout its useful life in the grant program for
22 which it was acquired or if that program is terminated,
23 or if the property is no longer needed in the program,
24 in any other similar program of SUBGRANTEE, or PRIME
25 SPONSOR.
26 (b) The SUBGRANTEE'S Property Standards of Non-Expendable

1 Personal Property shall include the following procedural
2 requirements:

- 3 (1) Property records shall be maintained accurately and
4 provided for: A description of the property, manu-
5 facturer's serial number or other identification
6 number, acquisition data and cost, source of the
7 property, use and condition of property. Micro Fiched
8 (2) Physical inventory of property shall be taken and
9 the result reconciled with the property records
10 at least once a year to verify the existence,
11 current utilization, and continued need for property.
12 (3) Adequate maintenance procedures shall be implemented
13 to keep property in good condition.
14 (4) A control system shall be in effect to insure
15 adequate safeguards to prevent loss, damage, or
16 theft to property. Any loss, damage or theft of
17 non-expendable properties shall be investigated
18 and fully documented.

19 14. Contingent Fee

20 SUBGRANTEE warrants that no person, selling agency or other
21 organization has been employed or retained to solicit or
22 secure this agreement upon an agreement or understanding for
23 commission, percentage, brokerage, or contingency fee. For
24 breach or violation of this covenant the PRIME SPONSOR shall
25 have the right to annul this agreement without liability or,
26 at its discretion, to deduct from the compensation or otherwise

1 recover, the full amount of such commission, percentage,
2 brokerage, or contingency fee.

3 15. Laws

4 SUBGRANTEE shall comply with all the applicable laws, decisions,
5 statutes, regulations and ordinances of the United States,
6 the State of California, and local governments. Micro Fiched

7 16. Rights

8 SUBGRANTEE agrees to and does hereby grant to the Federal
9 Government a royalty-free, non-exclusive and irrevocable
10 license throughout the world of government purposes to publish,
11 translate, reproduce, and otherwise use and dispose of, and to
12 authorize others to do so, all data, including reports,
13 patents, copyrights, drawings, blueprints, and technical
14 information resulting from the performance of the work under
15 this SUBGRANT. SUBGRANTEE will not include copyrighted
16 matter in the material furnished under this agreement without
17 written permission from the copyright owner. The SUBGRANTEE
18 further agrees that in the performance of this SUBGRANT no
19 person having interest that would conflict with the performance
20 of this SUBGRANT shall be employed.

21 17. Right to Reuse

22 If, under the provisions of this SUBGRANT, SUBGRANTEE develops
23 any systems analysis products, models, electronic data
24 processing systems, software and related services, SUBGRANTEE
25 agrees that the methods, materials, logic, and systems
26 developed pursuant to this SUBGRANT shall be the property of

1 PRIME SPONSOR, and be used as PRIME SPONSOR sees fit,
2 including the right to reuse and publish the same without
3 limitation.

4 18. Personnel

- 5 (a) SUBGRANTEE represents that he has, or will secure at his
6 own expense, all personnel required in performing the
7 services under this SUBGRANT. Such personnel shall not
8 be employees of or have any contractual relationship
9 with PRIME SPONSOR. Micro Fiched
- 10 (b) All of the services hereunder will be performed by
11 SUBGRANTEE or under his/her supervision, and all personnel
12 engaged in the work shall be fully qualified and shall be
13 authorized under State and local law to perform such
14 services.
- 15 (c) None of the work or services covered by this SUBGRANT
16 shall be subcontracted without the prior written approval
17 of PRIME SPONSOR.
- 18 (d) SUBGRANTEE may not terminate, layoff, or reduce the
19 working hours of an employee in anticipation of hiring
20 an individual with funds available under Title VI. In
21 addition, no participant shall be used to fill positions
22 or provide services normally provided by temporary,
23 part-time, or seasonal workers or contracted out, or to
24 fill full-time vacancies. SUBGRANTEE shall not hire any
25 person into any job funded under Title VI when any other
26 person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

Micro Fiched

21. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

///

1 25. Nepotism

2 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall
3 hire, or cause or allow to be hired, a person into an
4 administrative capacity, staff position or public service
5 employment position funded under CETA, if a member of his or
6 her immediate family is employed in an administrative capacity
7 for the PRIME SPONSOR, SUBGRANTEE or any employing contractor.
8 However, where a state of local statute regarding nepotism
9 exists which is more restrictive than the policy, the eligible
10 applicant should follow the State of local statute in lieu of
11 the policy. Micro Fiched

- 12 (a) The term "member of the immediate family" includes: wife,
13 husband, son, daughter, mother, father, brother,
14 brother-in-law, sister, sister-in-law, father-in-law,
15 mother-in-law, aunt, uncle, neice, nephew, step-parent,
16 and step-child.
- 17 (b) The term "Administrative capacity" includes those persons
18 who have overall administrative responsibility for a
19 program, including all elected and appointed officials
20 who have any responsibility for the obtaining of and/or
21 approval of any grant funded under the Act, such as
22 members of the PRIME SPONSOR Planning Council, other
23 officials who have an influence or control over the
24 administration of the program, as set forth in 29 CFR §
25 98.22(b)(3).
- 26 (c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

Micro Fiched

27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

29. Insurance

Micro Fiched

SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT

No. 78-404.

COUNTY OF YOLO, PRIME SPONSOR

Arthur H. Edmonds

(Signature of Authorized Officer)

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

Micro Fiched

Legal Aid Society of Sacramento
(Legal Name of SUBGRANTEE)

Donald C. Quinn

(Signature of Authorized Officer)

January 2 19 79 Executive Director

(Title of Authorized Officer)

(Corporate Seal)

///

///

///

///

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them. Micro, Fiched

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

Micro Fiched

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

Micro Fiched

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

Micro Fiched

B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

Micro Fiched

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c) (4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate exceeds except where exempt under section 604 of the Act (sections 205(c) (6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c) (7)).

Micro Fiched

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c) (8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c) (9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c) (17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c) (18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c) (19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c) (21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a) (1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c) (22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c) (23)).

Micro Fiched

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205 (c) (24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c) (24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

Micro Fiched

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

Micro Fiched

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

Arthur H. Edmonds

(Signature of Authorized Officer)

Micro Fiched

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

Legal Aid Society of Sacramento
(Legal Name of Subgrantee)

January 2 19 79

Donald A. Suesman

(Signature of Authorized Officer)

Executive Director

(Title of Authorized Officer)

POSITION LISTING

TITLE II

LEGAL AID SOCIETY OF SACRAMENTO

	<u>Positions</u>	<u>Salary</u> <u>1-1-79 to 3-31-79</u>	<u>Benefits</u> <u>3-31-79</u>	<u>Total</u>
One	Legal Stenographer	<u>\$ 2,376</u>	<u>\$ 159</u>	<u>\$ 2,535</u>

Micro Fiched

CETA TITLE II OPERATING BUDGET

☒ ORIGINAL ☐ REVISION NO. _____DATE DECEMBER 19, 1970

Subgrantee Name and Address:

Contact Person _____

Legal Aid Society of SacramentoPhone 444-6760

Contract No. _____

1235 H. StreetPeriod: From 1-1-79 To 3-31-79Sacramento, CA 95814Program Name P.S.E. Title II

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.			845					845
FEB.			845					845
MAR.			845					845
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL			2535					2535

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.			792	53			845
FEB.			792	53			845
MAR.			792	53			845
APR.							
MAY							
JUNE							
JULY							
AUG.							
SEPT.							
TOTAL			2376	159			2535

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT

For CETA Approval Only:

Donald A. Grigmann, Executive Director
Name and Title of Authorized Official

Jack A. Berger 12-26-78
Accountant Date

Donald A. Grigmann 12-17-79
Signature Date

James L. [Signature] 12-26-78
Principal Administrative Analyst Date

COUNTY OF YOLO

Subgrant Signature Sheet

Title IIAgreement/
Subgrant No. 79-405

Grantor (PRIME SPONSOR)

COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee

Sacramento Children's Home

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and Sacramento Children's Home hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program

Micro Fiched

Sacramento Children's Home

Address

2750 Sutterville Road

City

Sacramento, CA 95820

Program Director

FILED

JAN 31 1979

PETER McNAMEE, Clerk

By *Debra L. Lee*

Phone

452-3981

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on January 1, 1979The term of the SUBGRANT shall end on March 31, 1979The total amount of the SUBGRANT is \$ 1,962

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

Eric Gill

Name and Title

Eric Gill
Executive Director

1-29-79

Date

X

By Signature

Arthur H. Edmonds

Name and Title

ARTHUR H. EDMONDS, Chairman
Yolo County Board of Supervisors

DEC 26 1978

Type name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of January, 1979, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the Sacramento Children's Home hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Micro Fiched

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 98 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9)).

- (e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and
- (f) Making maximum efforts to achieve the provisions of the plan.

Micro Fiched

2. Sacramento Children's Home is by virtue

of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Assurances and Certification.
- (d) Position Listing
- (e) Line Item Budget
- (f)
- (g)
- (h)
- (i)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

Micro Fiched

The term of this SUBGRANT shall begin January 1, 1979, and shall end March 31, 1979, as set forth in the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of \$ 1,962, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this subgrant during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR,

1 or his designee, shall review that claim, may review
2 the records, books of account, trial balance and
3 vouchers of SUBGRANTEE, and shall approve the claim
4 to the extent that SUBGRANTEE has incurred reasonable
5 and necessary costs pursuant to this subgrant,
6 including the Budget Schedules attached hereto. ^{Micro Fiched}

- 7 (3) To the extent permitted by the Federal Government,
8 the County Administrative Officer or his designee
9 may approve in advance of working capital to SUB-
10 GRANTEE. Each advance of working capital shall be
11 made on application in writing by SUBGRANTEE. Each
12 approval shall be in writing and shall set forth
13 the terms for repayment. Repayment shall be offset
14 against amounts payable on monthly claims. The
15 terms of repayment may be modified by written order
16 of the County Administrative Officer or his designee.
17 Upon termination of this subgrant any unpaid advances
18 shall be offset against any remaining payments to
19 SUBGRANTEE. Any advances exceeding remaining pay-
20 ments shall be repaid to PRIME SPONSOR immediately.
- 21 (c) Reasonable and necessary costs shall be determined by
22 PRIME SPONSOR in accordance with the requirements of the
23 United States Department of Labor and the United States
24 OMB, Circulars A-87 and A-102, and any additional
25 requirements or procedures established by PRIME SPONSOR.
- 26 (d) It is expressly understood by PRIME SPONSOR and

1 SUBGRANTEE that PRIME SPONSOR has made applications to the
2 United States Department of Labor for a grant of funds
3 under the Comprehensive Employment and Training Act of
4 1973, as amended, for the purpose of funding services
5 under this contract and that PRIME SPONSOR is not
6 obligated to provide funds to SUBGRANTEE and SUBGRANTEE
7 is not obligated to provide services under the contract
8 until such funds are available to PRIME SPONSOR by the
9 Department of Labor.

Micro Fiched

- 10 (e) Approved claims shall be paid only from funds granted to
11 PRIME SPONSOR by the U. S. Department of Labor.

12 5. Records, Audit, Inspection

13 (a) Establishment and Maintenance of Records

14 The SUBGRANTEE shall maintain records, including but not
15 limited to books, financial records, supporting docu-
16 ments, statistical records, personnel, property and all
17 other pertinent records sufficient to reflect properly,

18 (a) all direct and indirect costs whatsoever nature
19 claimed to have been incurred and anticipated to be con-
20 current to perform this contract, and (b) all other
21 matters covered by this SUBGRANT for which the mainten-
22 ance and retention of records is required by law,

23 including but not limited to U.S. OMB Circulars No.
24 A-87 and No. A-102, and regulations of the U.S. Department
25 of Labor, including but not limited to 29 CFR § 98.18.

26 The obligation to maintain and preserve records shall not

1 be diminished by any instructions or advice given by
2 PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable
3 written reports to PRIME SPONSOR.

4 (b) Preservation of Records

5 SUBGRANTEE shall preserve and make available its records
6 related to this SUBGRANT (a) until the expiration of
7 three (3) years from the date of final payment to
8 SUBGRANTEE under this SUBGRANT (b) for such longer period,
9 if any, as required by applicable law. Micro Fiched

10 If this SUBGRANT is terminated, the records
11 relating to this SUBGRANT shall be preserved
12 and made available for a period of three (3)
13 years from the date of any resulting final
14 settlement.

15 (c) Accounting by SUBGRANTEE

16 SUBGRANTEE shall establish and maintain at all times, on
17 a current basis in conjunction with the Program, an
18 adequate accrued accounting system covering all costs,
19 items and expenditures with respect to the Program, in
20 accordance with generally accepted accounting principles
21 and standards, and in accordance with requirements of the
22 Federal Government and any PRIME SPONSOR requirements as
23 set forth in the SUBGRANTEES' Fiscal Activities Manual.

24 (d) Examination of Records and Facilities

25 At any time during normal business hours, PRIME SPONSOR
26 or duly authorized representative thereof, shall until

1 expiration of three (3) years after final payment under
2 this SUBGRANT have access to and the right to examine its
3 offices, and facilities engaged in performance of this
4 SUBGRANT and all its records with respect to all matters
5 covered by this SUBGRANT, including the right to audit,
6 examine and make excerpts of transcripts and from such
7 records to make audit of all contracts and subcontracts,
8 invoices, payrolls, records or personnel conditions of
9 employment, material and all other data relating to
10 matters covered by the SUBGRANT. Micro Fiched

11 (e) Documentation of Cost

12 All cost shall be supported by properly executed payrolls,
13 time records, invoices, contracts, or vouchers or other
14 official documentation evidencing in proper detail the
15 nature of propriety of the charge. All checks, payrolls,
16 accounting documents, pertaining in whole or part of this
17 contract shall be clearly identified and readily
18 accessible.

19 6. Suspension of Disallowance of Payments

20 PRIME SPONSOR may at any time elect to offset against, suspend,
21 or disallow payment to SUBGRANTEE in whole or part or to de-
22 mand repayment under this agreement in the event of any of the
23 following occurrences, to wit:

- 24 (a) If SUBGRANTEE (with knowledge) shall have made any mis-
25 representation of any nature with respect to any
26 information or data furnished to PRIME SPONSOR in

connection with Program.

- (b) If SUBGRANTEE is in default under any provisions of this agreement.
- (c) If SUBGRANTEE maintains a pattern of discrimination.
- (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.
- (e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.
- (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

Micro Fiched

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

- (1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.
- (2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.
- (3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.
- (4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied

1 by the U. S. Department of Labor to the grant under
2 which this Agreement is made. SUBGRANTEE shall not
3 be relieved of liability to PRIME SPONSOR for
4 damages sustained by PRIME SPONSOR by virtue of
5 any breach of the Agreement by SUBGRANTEE and PRIME
6 SPONSOR may withhold any reimbursement to SUBGRANTEE
7 for the purposes of setoff until such time as the
8 exact amount of damages due PRIME SPONSOR from
9 SUBGRANTEE is agreed upon or otherwise determined.

10 (b) Without Cause

Micro Fiched

11 PRIME SPONSOR may terminate this SUBGRANT at any time by
12 giving written notice to SUBGRANTEE of such termination
13 and specifying the effective date thereof, at least 30
14 days before the effective date of such termination. If
15 the SUBGRANT is terminated by PRIME SPONSOR as provided
16 herein, SUBGRANTEE will be paid an amount which the same
17 ratio to the total compensation as the services actually
18 performed bear to the total services of SUBGRANTEE
19 covered by this SUBGRANT, less payments of compensation
20 previously made.

21 8. Severability of Provisions

22 If any provisions of this SUBGRANT are held invalid, the re-
23 mainder of this SUBGRANT shall not be affected thereby, in
24 such remainder would then continue to conform to terms and
25 requirements of applicable law.

26 ///

1 9. Exculpatory Clause

2 SUBGRANTEE shall indemnify and hold harmless and defend PRIME
3 SPONSOR, its officers, employees and agents from and against
4 all claims, losses, liabilities, or damages, including attorney
5 fees, arising out of or resulting from the performance of this
6 Agreement, caused in whole or in part by any negligent act or
7 omission of SUBGRANTEE or anyone directly or indirectly
8 employed by SUBGRANTEE, regardless of whether or not it is
9 caused in part by a party indemnified hereunder. Micro Fished

10 10. Legal Relationship

11 (a) It is herein understood and agreed that SUBGRANTEE is an
12 independent contractor and that no relationship of
13 employer-employee exists between the parties hereto.
14 That SUBGRANTEE shall not be entitled to any benefits
15 available to employees of PRIME SPONSOR. That PRIME
16 SPONSOR is not required to make any deductions from the
17 compensation payable to SUBGRANTEE under the provisions
18 of this Agreement; that as an independent contractor,
19 SUBGRANTEE thereby holds PRIME SPONSOR harmless from any
20 and all claims that may be made against PRIME SPONSOR
21 based upon any contention by any third party that an
22 employer-employee relationship exists by reason of this
23 Agreement.

24 (b) It is further understood and agreed by the parties hereto
25 that SUBGRANTEE in the performance of its obligations
26 hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

Micro Fiched

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

1 budget category for the term of this program and shall explain
2 in detail the reasons for such excess.

3 12. Procedures for Corrective Action

- 4 (a) Whenever the County Administrative Officer of PRIME
5 SPONSOR determines in the manner set forth herein that
6 SUBGRANTEE has failed to comply with any provision of
7 this SUBGRANT, the County Administrative Officer may
8 order corrective action. Micro Fiches
- 9 (b) Before making such an order, the County Administrative
10 Officer or his designee shall give SUBGRANTEE ten (10)
11 days' written notice setting forth the nature of SUB-
12 GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE
13 and its officers or responsible employees may have an
14 opportunity to meet with the County Administrative
15 Officer or PRIME SPONSOR or his designee for the purposes
16 of considering the need for and nature of corrective
17 action.
- 18 (c) An order for corrective action shall be in writing and
19 shall set forth specific directions for corrective action,
20 a detailed timetable for implementing the specific
21 directions for reporting to PRIME SPONSOR as to
22 implementation. The order shall be served on SUBGRANTEE.
- 23 (d) If SUBGRANTEE shall fail to implement an order for
24 corrective action, or if it shall fail to do so within
25 the timetable set for implementation, the County
26 Administrative Officer of the PRIME SPONSOR may recommend

that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

- (e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

Micro Fiched

13. Property

- (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.
- (b) The SUBGRANTEE'S Property Standards of Non-Expendable

1 Personal Property shall include the following procedural
2 requirements:

- 3 (1) Property records shall be maintained accurately and
4 provided for: A description of the property, manu-
5 facturer's serial number or other identification
6 number, acquisition data and cost, source of the
7 property, use and condition of property. Micro Fiched
8 (2) Physical inventory of property shall be taken and
9 the result reconciled with the property records
10 at least once a year to verify the existence,
11 current utilization, and continued need for property.
12 (3) Adequate maintenance procedures shall be implemented
13 to keep property in good condition.
14 (4) A control system shall be in effect to insure
15 adequate safeguards to prevent loss, damage, or
16 theft to property. Any loss, damage or theft of
17 non-expendable properties shall be investigated
18 and fully documented.

19 14. Contingent Fee

20 SUBGRANTEE warrants that no person, selling agency or other
21 organization has been employed or retained to solicit or
22 secure this agreement upon an agreement or understanding for
23 commission, percentage, brokerage, or contingency fee. For
24 breach or violation of this covenant the PRIME SPONSOR shall
25 have the right to annul this agreement without liability or,
26 at its discretion, to deduct from the compensation or otherwise

1 recover, the full amount of such commission, percentage,
2 brokerage, or contingency fee.

3 15. Laws

4 SUBGRANTEE shall comply with all the applicable laws, decisions,
5 statutes, regulations and ordinances of the United States,
6 the State of California, and local governments.

7 16. Rights

Micro Fiched

8 SUBGRANTEE agrees to and does hereby grant to the Federal
9 Government a royalty-free, non-exclusive and irrevocable
10 license throughout the world of government purposes to publish,
11 translate, reproduce, and otherwise use and dispose of, and to
12 authorize others to do so, all data, including reports,
13 patents, copyrights, drawings, blueprints, and technical
14 information resulting from the performance of the work under
15 this SUBGRANT. SUBGRANTEE will not include copyrighted
16 matter in the material furnished under this agreement without
17 written permission from the copyright owner. The SUBGRANTEE
18 further agrees that in the performance of this SUBGRANT no
19 person having interest that would conflict with the performance
20 of this SUBGRANT shall be employed.

21 17. Right to Reuse

22 If, under the provisions of this SUBGRANT, SUBGRANTEE develops
23 any systems analysis products, models, electronic data
24 processing systems, software and related services, SUBGRANTEE
25 agrees that the methods, materials, logic, and systems
26 developed pursuant to this SUBGRANT shall be the property of

1 PRIME SPONSOR, and be used as PRIME SPONSOR sees fit,
2 including the right to reuse and publish the same without
3 limitation.

4 18. Personnel

- 5 (a) SUBGRANTEE represents that he has, or will secure at his
6 own expense, all personnel required in performing the
7 services under this SUBGRANT. Such personnel shall not
8 be employees of or have any contractual relationship
9 with PRIME SPONSOR. Micro Fiched
- 10 (b) All of the services hereunder will be performed by
11 SUBGRANTEE or under his/her supervision, and all personnel
12 engaged in the work shall be fully qualified and shall be
13 authorized under State and local law to perform such
14 services.
- 15 (c) None of the work or services covered by this SUBGRANT
16 shall be subcontracted without the prior written approval
17 of PRIME SPONSOR.
- 18 (d) SUBGRANTEE may not terminate, layoff, or reduce the
19 working hours of an employee in anticipation of hiring
20 an individual with funds available under Title VI. In
21 addition, no participant shall be used to fill positions
22 or provide services normally provided by temporary,
23 part-time, or seasonal workers or contracted out, or to
24 fill full-time vacancies. SUBGRANTEE shall not hire any
25 person into any job funded under Title VI when any other
26 person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

Micro Fiched

21. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

///

1 25. Nepotism

2 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall
3 hire, or cause or allow to be hired, a person into an
4 administrative capacity, staff position or public service
5 employment position funded under CETA, if a member of his or
6 her immediate family is employed in an administrative capacity
7 for the PRIME SPONSOR, SUBGRANTEE or any employing contractor.
8 However, where a state of local statute regarding nepotism
9 exists which is more restrictive than the policy, the eligible
10 applicant should follow the State of local statute in lieu of
11 the policy.

Micro Fiched

12 (a) The term "member of the immediate family" includes. wife,
13 husband, son, daughter, mother, father, brother,
14 brother-in-law, sister, sister-in-law, father-in-law,
15 mother-in-law, aunt, uncle, neice, nephew, step-parent,
16 and step-child.

17 (b) The term "Administrative capacity" includes those persons
18 who have overall administrative responsibility for a
19 program, including all elected and appointed officials
20 who have any responsibility for the obtaining of and/or
21 approval of any grant funded under the Act, such as
22 members of the PRIME SPONSOR Planning Council, other
23 officials who have an influence or control over the
24 administration of the program, as set forth in 29 CFR §
25 98.22(b)(3).

26 (c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

Micro Fiched

27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

Micro Fiched

29. Insurance

SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT

No. 78-405.

COUNTY OF YOLO, PRIME SPONSOR

Arthur H. Blum
(Signature of Authorized Officer)

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

Micro Fiched

Sacramento Children's Home
(Legal Name of SUBGRANTEE)

Eric Hall
(Signature of Authorized Officer)

Jan 24 19 79
Executive Director
(Title of Authorized Officer)

(Corporate Seal)

///

///

///

///

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act. Micro Fiched

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)). Micro Fiched

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

Micro Fiched

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a) (1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a) (1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a) (1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

Micro Fiched

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a) (1) (B) and 205(c) (1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

B. Additional Assurances for Title I Programs

Micro Fiched

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code. Micro Fiched

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c) (4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate exceeds except where exempt under section 604 of the Act (sections 205(c) (6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c) (7)).

Micro Fiched

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c) (8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c) (9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c) (17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c) (18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c) (19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c) (21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a) (1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c) (22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c) (23)). Micro Fiched

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205 (c) (24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c) (24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

Micro Fiched

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

Micro Fiched

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

Arthur J. Givens
(Signature of Authorized Officer)

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

Micro Fiched

Sacramento Children's Home
(Legal Name of Subgrantee)

Jan 24 1979

Eric Gill
(Signature of Authorized Officer)

Executive Director
(Title of Authorized Officer)

POSITION LISTING

TITLE II

SACRAMENTO CHILDREN'S HOME

	<u>Positions</u>	<u>Salary</u> <u>1-1-79 to 3-31-79</u>	<u>Benefits</u>	<u>Total</u>
One	Child Care Worker Trainee	<u>\$ 1,800</u>	<u>\$ 162</u>	<u>\$ 1,962</u>

Micro Fiched

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE II OPERATING BUDGET

☒ ORIGINAL ☐ REVISION NO. _____

DATE December 19, 1978

Grantee Name and Address:

Sacramento Children's Home

2750 Sutterville Road

Sacramento, CA 95820

Contact Person _____

Phone 452-3901

Contract No. _____

Period: From 1-1-79 To 3-31-78

Program Name P.S.E. Title II

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
JAN.								
FEB.								
MAR.			654					654
APR.			654					654
MAY			654					654
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL			1962					1962

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
JAN.							
FEB.							
MAR.			600	54			654
APR.			600	54			654
MAY			600	54			654
JUNE							
JULY							
AUG.							
SEPT.							
TOTAL			1800	162			1962

CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Brian G. Eberhart, Director
Name and Title of Authorized Official

Mark A. Boyer
Accountant Date 12-20-78

Brian G. Eberhart
Signature Date 1-24-79

Shirley L. McArthur
Principal Administrative Analyst Date 12-20-78

COUNTY OF YOLO

Subgrant Signature Sheet

Title IIAgreement/
Subgrant No. 78-406Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of CaliforniaSubgrantee
Micro Fiched
United Christian Centers of the Greater Sacramento
Area

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and United Christian Centers of the Greater Sacramento Area hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

Program

United Christian Centers of the Greater Sacramento

JAN 24 1979

Address

PETER McNAMEE, Clerk

1445 Nogales, P. O. Box 38613

By Peter McNamee

City

Phone

Sacramento, CA 95838

372-0200

Program Director

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

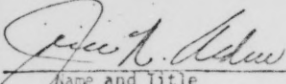
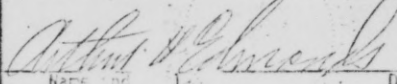
The term of the SUBGRANT shall begin on January 1, 1979The term of the SUBGRANT shall end on March 31, 1979The total amount of the SUBGRANT is \$ 5,352

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

By Signature

Name and Title

Date

Name and Title

Date

John W. ALDEN
Executive SecretaryARTHUR H. EDMONDS, Chairman
Yolo County Board of Supervisors

DEC 26 1978

Type name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of January, 1979, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the United Christian Centers of the Greater Sacramento Area hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Micro Fiched

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 98 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9)).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26;

and

Micro Fiched

(f) Making maximum efforts to achieve the provisions of the plan.

2. United Christian Centers of the Greater Sacramento Area is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Assurances and Certification.
- (d) Position Listing
- (e) Line Item Budget
- (f)
- (g)
- (h)
- (i)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

Micro Fiched

The term of this SUBGRANT shall begin January 1, 1979 and shall end March 31, 1979, as set forth in the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of \$ 5,352, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this subgrant during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR,

1 or his designee, shall review that claim, may review
2 the records, books of account, trial balance and
3 vouchers of SUBGRANTEE, and shall approve the claim
4 to the extent that SUBGRANTEE has incurred reasonable
5 and necessary costs pursuant to this subgrant, ^{Micro Fiched}
6 including the Budget Schedules attached hereto.

7 (3) To the extent permitted by the Federal Government,
8 the County Administrative Officer or his designee
9 may approve in advance of working capital to SUB-
10 GRANTEE. Each advance of working capital shall be
11 made on application in writing by SUBGRANTEE. Each
12 approval shall be in writing and shall set forth
13 the terms for repayment. Repayment shall be offset
14 against amounts payable on monthly claims. The
15 terms of repayment may be modified by written order
16 of the County Administrative Officer or his designee.
17 Upon termination of this subgrant any unpaid advances
18 shall be offset against any remaining payments to
19 SUBGRANTEE. Any advances exceeding remaining pay-
20 ments shall be repaid to PRIME SPONSOR immediately.

21 (c) Reasonable and necessary costs shall be determined by
22 PRIME SPONSOR in accordance with the requirements of the
23 United States Department of Labor and the United States
24 OMB, Circulars A-87 and A-102, and any additional
25 requirements or procedures established by PRIME SPONSOR.

26 (d) It is expressly understood by PRIME SPONSOR and

1 SUBGRANTEE that PRIME SPONSOR has made applications to the
2 United States Department of Labor for a grant of funds
3 under the Comprehensive Employment and Training Act of
4 1973, as amended, for the purpose of funding services
5 under this contract and that PRIME SPONSOR is not
6 obligated to provide funds to SUBGRANTEE and SUBGRANTEE
7 is not obligated to provide services under the contract
8 until such funds are available to PRIME SPONSOR by the
9 Department of Labor. Micro Fiched

- 10 (e) Approved claims shall be paid only from funds granted to
11 PRIME SPONSOR by the U. S. Department of Labor.

12 5. Records, Audit, Inspection

13 (a) Establishment and Maintenance of Records

14 The SUBGRANTEE shall maintain records, including but not
15 limited to books, financial records, supporting docu-
16 ments, statistical records, personnel, property and all
17 other pertinent records sufficient to reflect properly,

18 (a) all direct and indirect costs whatsoever nature
19 claimed to have been incurred and anticipated to be con-
20 current to perform this contract, and (b) all other

21 matters covered by this SUBGRANT for which the mainten-
22 ance and retention of records is required by law,

23 including but not limited to U.S. OMB Circulars No.

24 A-87 and No. A-102, and regulations of the U.S. Department
25 of Labor, including but not limited to 29 CFR § 98.18.

26 The obligation to maintain and preserve records shall not

1 be diminished by any instructions or advice given by
2 PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable
3 written reports to PRIME SPONSOR.

4 (b) Preservation of Records

5 SUBGRANTEE shall preserve and make available its records
6 related to this SUBGRANT (a) until the expiration of
7 three (3) years from the date of final payment to
8 SUBGRANTEE under this SUBGRANT (b) for such longer period,
9 if any, as required by applicable law. Micro Fiched

10 If this SUBGRANT is terminated, the records
11 relating to this SUBGRANT shall be preserved
12 and made available for a period of three (3)
13 years from the date of any resulting final
14 settlement.

15 (c) Accounting by SUBGRANTEE

16 SUBGRANTEE shall establish and maintain at all times, on
17 a current basis in conjunction with the Program, an
18 adequate accrued accounting system covering all costs,
19 items and expenditures with respect to the Program, in
20 accordance with generally accepted accounting principles
21 and standards, and in accordance with requirements of the
22 Federal Government and any PRIME SPONSOR requirements as
23 set forth in the SUBGRANTEES' Fiscal Activities Manual.

24 (d) Examination of Records and Facilities

25 At any time during normal business hours, PRIME SPONSOR
26 or duly authorized representative thereof, shall until

1 expiration of three (3) years after final payment under
2 this SUBGRANT have access to and the right to examine its
3 offices, and facilities engaged in performance of this
4 SUBGRANT and all its records with respect to all matters
5 covered by this SUBGRANT, including the right to audit,
6 examine and make excerpts of transcripts and from such
7 records to make audit of all contracts and subcontracts,
8 invoices, payrolls, records or personnel conditions of
9 employment, material and all other data relating to
10 matters covered by the SUBGRANT.

11 (e) Documentation of Cost

Micro Fiched

12 All cost shall be supported by properly executed payrolls,
13 time records, invoices, contracts, or vouchers or other
14 official documentation evidencing in proper detail the
15 nature of propriety of the charge. All checks, payrolls,
16 accounting documents, pertaining in whole or part of this
17 contract shall be clearly identified and readily
18 accessible.

19 6. Suspension of Disallowance of Payments

20 PRIME SPONSOR may at any time elect to offset against, suspend,
21 or disallow payment to SUBGRANTEE in whole or part or to de-
22 mand repayment under this agreement in the event of any of the
23 following occurrences, to wit:

- 24 (a) If SUBGRANTEE (with knowledge) shall have made any mis-
25 representation of any nature with respect to any
26 information or data furnished to PRIME SPONSOR in

- 1 connection with Program.
- 2 (b) If SUBGRANTEE is in default under any provisions of this
- 3 agreement.
- 4 (c) If SUBGRANTEE maintains a pattern of discrimination.
- 5 (d) If SUBGRANTEE incurs unreasonable administrative costs
- 6 in the conduct of activities and program.
- 7 (e) If the SUBGRANTEE fails to comply with any other terms
- 8 and conditions of this SUBGRANT. Micro Fiched
- 9 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports
- 10 which are incorrect or incomplete in any material
- 11 respect.

12 7. Termination of SUBGRANT

13 (a) With Cause

14 PRIME SPONSOR may terminate the SUBGRANT in the following

15 instances by giving written notice to the SUBGRANTEE at

16 least five (5) days prior to the effective termination

17 date stated in the notice:

- 18 (1) If through any cause SUBGRANTEE shall fail to ful-
- 19 fill in timely and proper manner its obligations
- 20 under this Agreement.
- 21 (2) If SUBGRANTEE shall violate any of the covenants
- 22 or stipulations of this Agreement.
- 23 (3) If the grant from the U. S. Department of Labor
- 24 under which this Agreement is made is terminated.
- 25 (4) If SUBGRANTEE is unable or unwilling to comply with
- 26 such additional conditions as may be lawfully applied

1 by the U. S. Department of Labor to the grant under
2 which this Agreement is made. SUBGRANTEE shall not
3 be relieved of liability to PRIME SPONSOR for
4 damages sustained by PRIME SPONSOR by virtue of
5 any breach of the Agreement by SUBGRANTEE and PRIME
6 SPONSOR may withhold any reimbursement to SUBGRANTEE
7 for the purposes of setoff until such time as the
8 exact amount of damages due PRIME SPONSOR from
9 SUBGRANTEE is agreed upon or otherwise determined.

10 (b) Without Cause

Micro Fiched

11 PRIME SPONSOR may terminate this SUBGRANT at any time by
12 giving written notice to SUBGRANTEE of such termination
13 and specifying the effective date thereof, at least 30
14 days before the effective date of such termination. If
15 the SUBGRANT is terminated by PRIME SPONSOR as provided
16 herein, SUBGRANTEE will be paid an amount which the same
17 ratio to the total compensation as the services actually
18 performed bear to the total services of SUBGRANTEE
19 covered by this SUBGRANT, less payments of compensation
20 previously made.

21 8. Severability of Provisions

22 If any provisions of this SUBGRANT are held invalid, the re-
23 mainder of this SUBGRANT shall not be affected thereby, in
24 such remainder would then continue to conform to terms and
25 requirements of applicable law.

26 ///

1 9. Exculpatory Clause

2 SUBGRANTEE shall indemnify and hold harmless and defend PRIME
3 SPONSOR, its officers, employees and agents from and against
4 all claims, losses, liabilities, or damages, including attorney
5 fees, arising out of or resulting from the performance of this
6 Agreement, caused in whole or in part by any negligent act or
7 omission of SUBGRANTEE or anyone directly or indirectly
8 employed by SUBGRANTEE, regardless of whether or not it is
9 caused in part by a party indemnified hereunder. Micro Fiched

10 10. Legal Relationship

- 11 (a) It is herein understood and agreed that SUBGRANTEE is an
12 independent contractor and that no relationship of
13 employer-employee exists between the parties hereto.
14 That SUBGRANTEE shall not be entitled to any benefits
15 available to employees of PRIME SPONSOR. That PRIME
16 SPONSOR is not required to make any deductions from the
17 compensation payable to SUBGRANTEE under the provisions
18 of this Agreement; that as an independent contractor,
19 SUBGRANTEE thereby holds PRIME SPONSOR harmless from any
20 and all claims that may be made against PRIME SPONSOR
21 based upon any contention by any third party that an
22 employer-employee relationship exists by reason of this
23 Agreement.
- 24 (b) It is further understood and agreed by the parties hereto
25 that SUBGRANTEE in the performance of its obligations
26 hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

Micro Fiched

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

1 budget category for the term of this program and shall explain
2 in detail the reasons for such excess.

3 12. Procedures for Corrective Action

4 (a) Whenever the County Administrative Officer of PRIME
5 SPONSOR determines in the manner set forth herein that
6 SUBGRANTEE has failed to comply with any provision of
7 this SUBGRANT, the County Administrative Officer may
8 order corrective action. Micro Fiched

9 (b) Before making such an order, the County Administrative
10 Officer or his designee shall give SUBGRANTEE ten (10)
11 days' written notice setting forth the nature of SUB-
12 GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE
13 and its officers or responsible employees may have an
14 opportunity to meet with the County Administrative
15 Officer or PRIME SPONSOR or his designee for the purposes
16 of considering the need for and nature of corrective
17 action.

18 (c) An order for corrective action shall be in writing and
19 shall set forth specific directions for corrective action,
20 a detailed timetable for implementing the specific
21 directions for reporting to PRIME SPONSOR as to
22 implementation. The order shall be served on SUBGRANTEE.

23 (d) If SUBGRANTEE shall fail to implement an order for
24 corrective action, or if it shall fail to do so within
25 the timetable set for implementation, the County
26 Administrative Officer of the PRIME SPONSOR may recommend

1 that the Governing Body suspend payments hereunder or
2 terminate this SUBGRANT.

- 3 (e) If SUBGRANTEE shall fail to comply with the administrative
4 requirements of this SUBGRANT, such as those requiring
5 the timely submission of all periodic reports, and if
6 such failure shall not be suggestive of other apparent
7 misfeasance, malfeasance, or nonfeasance, the County
8 Administrative Officer shall be empowered, without con-
9 sultation with the Governing Body, to suspend or delay
10 any and all payments under this SUBGRANT until such
11 failure is rectified.

Micro Fiched

12 13. Property

- 13 (a) Any property acquired by SUBGRANTEE pursuant to this
14 Agreement shall be governed by the provisions of
15 Attachment N of OMB Circular No. A-102 and SUBGRANTEE
16 shall be subject to the obligations of grantee set
17 forth therein, and as between PRIME SPONSOR and SUB-
18 GRANTEE, PRIME SPONSOR shall have all the rights of
19 grantee agency set forth therein. Generally it is
20 expected that grant property will be retained and used
21 throughout its useful life in the grant program for
22 which it was acquired or if that program is terminated,
23 or if the property is no longer needed in the program,
24 in any other similar program of SUBGRANTEE, or PRIME
25 SPONSOR.
- 26 (b) The SUBGRANTEE'S Property Standards of Non-Expendable

1 Personal Property shall include the following procedural
2 requirements:

- 3 (1) Property records shall be maintained accurately and
4 provided for: A description of the property, manu-
5 facturer's serial number or other identification
6 number, acquisition data and cost, source of the
7 property, use and condition of property.
- 8 (2) Physical inventory of property shall be taken and
9 the result reconciled with the property records
10 at least once a year to verify the existence,
11 current utilization, and continued need for property.
- 12 (3) Adequate maintenance procedures shall be implemented
13 to keep property in good condition. Micro Fiched
- 14 (4) A control system shall be in effect to insure
15 adequate safeguards to prevent loss, damage, or
16 theft to property. Any loss, damage or theft of
17 non-expendable properties shall be investigated
18 and fully documented.

19 14. Contingent Fee

20 SUBGRANTEE warrants that no person, selling agency or other
21 organization has been employed or retained to solicit or
22 secure this agreement upon an agreement or understanding for
23 commission, percentage, brokerage, or contingency fee. For
24 breach or violation of this covenant the PRIME SPONSOR shall
25 have the right to annul this agreement without liability or,
26 at its discretion, to deduct from the compensation or otherwise

1 recover, the full amount of such commission, percentage,
2 brokerage, or contingency fee.

3 15. Laws

4 SUBGRANTEE shall comply with all the applicable laws, decisions,
5 statutes, regulations and ordinances of the United States,
6 the State of California, and local governments.

Micro Fiched

7 16. Rights

8 SUBGRANTEE agrees to and does hereby grant to the Federal
9 Government a royalty-free, non-exclusive and irrevocable
10 license throughout the world of government purposes to publish,
11 translate, reproduce, and otherwise use and dispose of, and to
12 authorize others to do so, all data, including reports,
13 patents, copyrights, drawings, blueprints, and technical
14 information resulting from the performance of the work under
15 this SUBGRANT. SUBGRANTEE will not include copyrighted
16 matter in the material furnished under this agreement without
17 written permission from the copyright owner. The SUBGRANTEE
18 further agrees that in the performance of this SUBGRANT no
19 person having interest that would conflict with the performance
20 of this SUBGRANT shall be employed.

21 17. Right to Reuse

22 If, under the provisions of this SUBGRANT, SUBGRANTEE develops
23 any systems analysis products, models, electronic data
24 processing systems, software and related services, SUBGRANTEE
25 agrees that the methods, materials, logic, and systems
26 developed pursuant to this SUBGRANT shall be the property of

1 PRIME SPONSOR, and be used as PRIME SPONSOR sees fit,
2 including the right to reuse and publish the same without
3 limitation.

4 18. Personnel

- 5 (a) SUBGRANTEE represents that he has, or will secure at his
6 own expense, all personnel required in performing the
7 services under this SUBGRANT. Such personnel shall not
8 be employees of or have any contractual relationship
9 with PRIME SPONSOR. Micro Fiched
- 10 (b) All of the services hereunder will be performed by
11 SUBGRANTEE or under his/her supervision, and all personnel
12 engaged in the work shall be fully qualified and shall be
13 authorized under State and local law to perform such
14 services.
- 15 (c) None of the work or services covered by this SUBGRANT
16 shall be subcontracted without the prior written approval
17 of PRIME SPONSOR.
- 18 (d) SUBGRANTEE may not terminate, layoff, or reduce the
19 working hours of an employee in anticipation of hiring
20 an individual with funds available under Title VI. In
21 addition, no participant shall be used to fill positions
22 or provide services normally provided by temporary,
23 part-time, or seasonal workers or contracted out, or to
24 fill full-time vacancies. SUBGRANTEE shall not hire any
25 person into any job funded under Title VI when any other
26 person is on lay-off from the same or any substantially

1 equivalent job.

2 19. Assignments

3 Without the written consent of PRIME SPONSOR, this SUBGRANT
4 is not assignable by SUBGRANTEE either in whole or in part.

5 20. Alterations

6 No alteration or variation of the terms of this SUBGRANT shall
7 be valid unless made in writing and signed by the parties
8 hereto.

Micro Fiched

9 21. Waiver

10 The waiver by PRIME SPONSOR of any default, breach or condition
11 shall not be construed as a waiver on the part of the PRIME
12 SPONSOR of any default, breach or condition precedent, or any
13 other right hereunder.

14 22. Successors

15 This SUBGRANT shall bind and insure to the successors in
16 interest of PRIME SPONSOR and SUBGRANTEE in the same manner
17 as if such party had been expressly named herein.

18 23. Cost of Living Council

19 The SUBGRANTEE agrees to comply with Applicable Regulations
20 and Standards of the Cost of Living Council in establishing
21 wages and prices.

22 24. Clean Air Act of 1970

23 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE
24 agrees to comply with all applicable standards, orders, or
25 regulations issued pursuant to the Clean Air Act of 1970.

26 ///

1 25. Nepotism

2 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall
3 hire, or cause or allow to be hired, a person into an
4 administrative capacity, staff position or public service
5 employment position funded under CETA, if a member of his or
6 her immediate family is employed in an administrative capacity
7 for the PRIME SPONSOR, SUBGRANTEE or any employing contractor.
8 However, where a state of local statute regarding nepotism
9 exists which is more restrictive than the policy, the eligible
10 applicant should follow the State of local statute in lieu of
11 the policy. Micro Fiched

12 (a) The term "member of the immediate family" includes: wife,
13 husband, son, daughter, mother, father, brother,
14 brother-in-law, sister, sister-in-law, father-in-law,
15 mother-in-law, aunt, uncle, neice, nephew, step-parent,
16 and step-child.

17 (b) The term "Administrative capacity" includes those persons
18 who have overall administrative responsibility for a
19 program, including all elected and appointed officials
20 who have any responsibility for the obtaining of and/or
21 approval of any grant funded under the Act, such as
22 members of the PRIME SPONSOR Planning Council, other
23 officials who have an influence or control over the
24 administration of the program, as set forth in 29 CFR §
25 98.22(b)(3).

26 (c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

Micro Fiched

27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

Micro Fiched

29. Insurance

SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT

No. 78-406.

COUNTY OF YOLO, PRIME SPONSOR

X Arthur A. G. [Signature]
(Signature of Authorized Officer)

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

Micro Fiched

United Christian Centers of the Greater
Sacramento Area
(Legal Name of SUBGRANTEE)

[Signature]
(Signature of Authorized Officer)

Jan 8 19 79

Executive Secretary D. [Signature]
(Title of Authorized Officer)

(Corporate Seal)

23 ///
24 ///
25 ///
26 ///

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

Micro Fiched

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)). Micro Fiched

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

- m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).
- n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).
- o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).
- p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).
- q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).
- r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).
- s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).
- t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

Micro Fiched

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

Micro Fiched

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a) (1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

B. Additional Assurances for Title I Programs

Micro Fiched

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code. Micro Fiched

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c) (4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate exceeds except where exempt under section 604 of the Act (sections 205(c) (6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c) (7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c) (8)).

Micro Fiched

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c) (9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c) (17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c) (18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c) (19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c) (21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a) (1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c) (22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c) (23)). Micro Fiched

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205 (c) (24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c) (24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

Micro Fiched

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(20)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

Micro Fiched

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

x Arthur H. Edwards
(Signature of Authorized Officer)

Micro Fiched

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

United Christian Centers of the Greater
Sacramento Area
(Legal Name of Subgrantee)

Jan 8 1979

Jan K. Nelson
(Signature of Authorized Officer)

Executive Secretary DIRECTOR
(Title of Authorized Officer)

POSITION LISTING

TITLE II

UNITED CHRISTIAN CENTERS OF THE GREATER SACRAMENTO

				Micro Fiched
	<u>Positions</u>	<u>Salary</u> <u>1-1-79 to 3-31-79</u>	<u>Benefits</u>	<u>Total</u>
One	Driver	\$ 1,419	\$ 168	\$ 1,587
One	Program Aid	1,512	177	1,689
<u>One</u>	Secretary	<u>1,800</u>	<u>276</u>	<u>2,076</u>
Three	Total	<u>\$ 4,731</u>	<u>\$ 621</u>	<u>\$ 5,352</u>

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
 Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE II OPERATING BUDGET

☒ ORIGINAL ☐ REVISION NO. _____

DATE December 19, 1978

Subgrantee Name and Address:

United Christian Center

1445 Nogales, P. O. Box 30613

Sacramento, CA 95838

Contact Person _____

Phone 372-0200

Contract No. _____

Period: From 1-1-78

To 3-31-78

Program Name _____

P.S.E. Title II

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	DJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.			1784					1784
FEB.			1784					1784
MAR.			1784					1784
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL			5352					5352

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.			1577	207			1784
FEB.			1577	207			1784
MAR.			1577	207			1784
APR.							
MAY							
JUNE							
JULY							
AUG.							
SEPT.							
TOTAL			4731	621			5352

CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND
 THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT

John R. Adams
 Name and Title of Authorized Official

For CETA Approval Only:

Robert A. Beyer
 Accountant

12-21-78
 Date

Frederick D. Brown
 Signature

1/8/79
 Date

Robert A. Beyer
 Principal Administrative Analyst

12-26-78
 Date

COUNTY OF YOLO

Subgrant Signature Sheet

Title IIAgreement/
Subgrant No. 78-407Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee

University of California, Davis

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and University of California, Davis hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program

Micro Fiched

University of California, Davis
Address312 Mrak Hall
CityDavis, CA 95616
Program Director

FILED

JAN 25 1979
PETER MCNAMEE, Clerk
BY PETE J. JACAS
DeputyPhone
752-7300

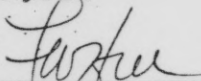
County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on January 1, 1979.The term of the SUBGRANT shall end on March 31, 1979.The total amount of the SUBGRANT is \$ 1,899.

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature



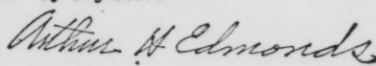
Name and Title

Fredrick W. Hill
Associate Dean of Research

Date

X

By Signature



Name and Title

ARTHUR H. EDMONDS, Chairman
Yolo County Board of Supervisors

Date

DEC 26 1978

Type name and Title of Authorized Officer

SUBGRANT
COUNTY OF YOLO

This SUBGRANT dated this 1st day of January,
1979, by and between the County of Yolo, a political subdivision,
hereinafter called Prime Sponsor or County, and the University of
California, Davis hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Micro Fiched

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 98 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9)).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and

(f) Making maximum efforts to achieve the provisions of the plan.

2. University of California, Davis Micro Fiched
is by virtue
of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Assurances and Certification.
- (d) Position Listing
- (e) Line Item Budget
- (f)
- (g)
- (h)
- (i)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as
3 determined by PRIME SPONSOR perform the services described in
4 the attachments listed above under Subgrant which are subject
5 to all the terms, conditions, and assurances of this SUBGRANT.

6 3. Term

Micro Fiched

7 The term of this SUBGRANT shall begin January 1, 1979,
8 and shall end March 31, 1979, as set forth in the
9 Signature Sheet. Grant funds may not, without advance written
10 approval by PRIME SPONSOR, be obligated before the beginning
11 of the term or after the ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and
14 necessary costs incurred in the performance of this contract
15 in accordance with the following:

16 (a) Total Reimbursement shall not exceed the amount of
17 \$ 1,899, as set forth on Signature Sheet.

18 (b) Payment of costs incurred in the performance of this
19 contract shall be paid on the basis of an approved
20 monthly claim as follows:

21 (1) Within ten (10) days following the completion of
22 each calendar month SUBGRANTEE shall submit to
23 PRIME SPONSOR a claim itemizing all expenditures
24 made pursuant to this subgrant during the preceding
25 month.

26 (2) The County Administrative Officer of PRIME SPONSOR,

1 or his designee, shall review that claim, may review
2 the records, books of account, trial balance and
3 vouchers of SUBGRANTEE, and shall approve the claim
4 to the extent that SUBGRANTEE has incurred reasonable
5 and necessary costs pursuant to this subgrant,
6 including the Budget Schedules attached hereto. ^{Micro Fiched}

7 (3) To the extent permitted by the Federal Government,
8 the County Administrative Officer or his designee
9 may approve in advance of working capital to SUB-
10 GRANTEE. Each advance of working capital shall be
11 made on application in writing by SUBGRANTEE. Each
12 approval shall be in writing and shall set forth
13 the terms for repayment. Repayment shall be offset
14 against amounts payable on monthly claims. The
15 terms of repayment may be modified by written order
16 of the County Administrative Officer or his designee.
17 Upon termination of this subgrant any unpaid advances
18 shall be offset against any remaining payments to
19 SUBGRANTEE. Any advances exceeding remaining pay-
20 ments shall be repaid to PRIME SPONSOR immediately.

21 (c) Reasonable and necessary costs shall be determined by
22 PRIME SPONSOR in accordance with the requirements of the
23 United States Department of Labor and the United States
24 OMB, Circulars A-87 and A-102, and any additional
25 requirements or procedures established by PRIME SPONSOR.

26 (d) It is expressly understood by PRIME SPONSOR and

1 SUBGRANTEE that PRIME SPONSOR has made applications to the
2 United States Department of Labor for a grant of funds
3 under the Comprehensive Employment and Training Act of
4 1973, as amended, for the purpose of funding services
5 under this contract and that PRIME SPONSOR is not
6 obligated to provide funds to SUBGRANTEE and SUBGRANTEE
7 is not obligated to provide services under the contract
8 until such funds are available to PRIME SPONSOR by the
9 Department of Labor.

Micro Fiched

- 10 (e) Approved claims shall be paid only from funds granted to
11 PRIME SPONSOR by the U. S. Department of Labor.

12 5. Records, Audit, Inspection

13 (a) Establishment and Maintenance of Records

14 The SUBGRANTEE shall maintain records, including but not
15 limited to books, financial records, supporting docu-
16 ments, statistical records, personnel, property and all
17 other pertinent records sufficient to reflect properly,

18 (a) all direct and indirect costs whatsoever nature
19 claimed to have been incurred and anticipated to be con-
20 current to perform this contract, and (b) all other
21 matters covered by this SUBGRANT for which the mainten-
22 ance and retention of records is required by law,

23 including but not limited to U.S. OMB Circulars No.

24 A-87 and No. A-102, and regulations of the U.S. Department
25 of Labor, including but not limited to 29 CFR & 98.18.

26 The obligation to maintain and preserve records shall not

1 be diminished by any instructions or advice given by
2 PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable
3 written reports to PRIME SPONSOR.

4 (b) Preservation of Records

5 SUBGRANTEE shall preserve and make available its records
6 related to this SUBGRANT (a) until the expiration of
7 three (3) years from the date of final payment to
8 SUBGRANTEE under this SUBGRANT (b) for such longer period,
9 if any, as required by applicable law. Micro Fiched

10 If this SUBGRANT is terminated, the records
11 relating to this SUBGRANT shall be preserved
12 and made available for a period of three (3)
13 years from the date of any resulting final
14 settlement.

15 (c) Accounting by SUBGRANTEE

16 SUBGRANTEE shall establish and maintain at all times, on
17 a current basis in conjunction with the Program, an
18 adequate accrued accounting system covering all costs,
19 items and expenditures with respect to the Program, in
20 accordance with generally accepted accounting principles
21 and standards, and in accordance with requirements of the
22 Federal Government and any PRIME SPONSOR requirements as
23 set forth in the SUBGRANTEES' Fiscal Activities Manual.

24 (d) Examination of Records and Facilities

25 At any time during normal business hours, PRIME SPONSOR
26 or duly authorized representative thereof, shall until

1 expiration of three (3) years after final payment under
2 this SUBGRANT have access to and the right to examine its
3 offices, and facilities engaged in performance of this
4 SUBGRANT and all its records with respect to all matters
5 covered by this SUBGRANT, including the right to audit,
6 examine and make excerpts of transcripts and from such
7 records to make audit of all contracts and subcontracts,
8 invoices, payrolls, records or personnel conditions of
9 employment, material and all other data relating to
10 matters covered by the SUBGRANT.

Micro Fiched

11 (e) Documentation of Cost

12 All cost shall be supported by properly executed payrolls,
13 time records, invoices, contracts, or vouchers or other
14 official documentation evidencing in proper detail the
15 nature of propriety of the charge. All checks, payrolls,
16 accounting documents, pertaining in whole or part of this
17 contract shall be clearly identified and readily
18 accessible.

19 6. Suspension of Disallowance of Payments

20 PRIME SPONSOR may at any time elect to offset against, suspend,
21 or disallow payment to SUBGRANTEE in whole or part or to de-
22 mand repayment under this agreement in the event of any of the
23 following occurrences, to wit:

- 24 (a) If SUBGRANTEE (with knowledge) shall have made any mis-
25 representation of any nature with respect to any
26 information or data furnished to PRIME SPONSOR in

1 connection with Program.

- 2 (b) If SUBGRANTEE is in default under any provisions of this
3 agreement.
4 (c) If SUBGRANTEE maintains a pattern of discrimination.
5 (d) If SUBGRANTEE incurs unreasonable administrative costs
6 in the conduct of activities and program.
7 (e) If the SUBGRANTEE fails to comply with any other terms
8 and conditions of this SUBGRANT.
9 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports
10 which are incorrect or incomplete in any material
11 respect.

12 7. Termination of SUBGRANT

Micro Fiched

13 (a) With Cause

14 PRIME SPONSOR may terminate the SUBGRANT in the following
15 instances by giving written notice to the SUBGRANTEE at
16 least five (5) days prior to the effective termination
17 date stated in the notice:

- 18 (1) If through any cause SUBGRANTEE shall fail to ful-
19 fill in timely and proper manner its obligations
20 under this Agreement.
21 (2) If SUBGRANTEE shall violate any of the covenants
22 or stipulations of this Agreement.
23 (3) If the grant from the U. S. Department of Labor
24 under which this Agreement is made is terminated.
25 (4) If SUBGRANTEE is unable or unwilling to comply with
26 such additional conditions as may be lawfully applied

1 by the U. S. Department of Labor to the grant under
2 which this Agreement is made. SUBGRANTEE shall not
3 be relieved of liability to PRIME SPONSOR for
4 damages sustained by PRIME SPONSOR by virtue of
5 any breach of the Agreement by SUBGRANTEE and PRIME
6 SPONSOR may withhold any reimbursement to SUBGRANTEE
7 for the purposes of setoff until such time as the
8 exact amount of damages due PRIME SPONSOR from
9 SUBGRANTEE is agreed upon or otherwise determined.

10 (b) Without Cause

Micro Fiched

11 PRIME SPONSOR may terminate this SUBGRANT at any time by
12 giving written notice to SUBGRANTEE of such termination
13 and specifying the effective date thereof, at least 30
14 days before the effective date of such termination. If
15 the SUBGRANT is terminated by PRIME SPONSOR as provided
16 herein, SUBGRANTEE will be paid an amount which the same
17 ratio to the total compensation as the services actually
18 performed bear to the total services of SUBGRANTEE
19 covered by this SUBGRANT, less payments of compensation
20 previously made.

21 8. Severability of Provisions

22 If any provisions of this SUBGRANT are held invalid, the re-
23 mainder of this SUBGRANT shall not be affected thereby, in
24 such remainder would then continue to conform to terms and
25 requirements of applicable law.

26 ///

1 9. Exculpatory Clause

2 SUBGRANTEE shall indemnify and hold harmless and defend PRIME
3 SPONSOR, its officers, employees and agents from and against
4 all claims, losses, liabilities, or damages, including attorney
5 fees, arising out of or resulting from the performance of this
6 Agreement, caused in whole or in part by any negligent act or
7 omission of SUBGRANTEE or anyone directly or indirectly
8 employed by SUBGRANTEE, regardless of whether or not it is
9 caused in part by a party indemnified hereunder.

10 10. Legal Relationship

Micro Fiched

11 (a) It is herein understood and agreed that SUBGRANTEE is an
12 independent contractor and that no relationship of
13 employer-employee exists between the parties hereto.
14 That SUBGRANTEE shall not be entitled to any benefits
15 available to employees of PRIME SPONSOR. That PRIME
16 SPONSOR is not required to make any deductions from the
17 compensation payable to SUBGRANTEE under the provisions
18 of this Agreement; that as an independent contractor,
19 SUBGRANTEE thereby holds PRIME SPONSOR harmless from any
20 and all claims that may be made against PRIME SPONSOR
21 based upon any contention by any third party that an
22 employer-employee relationship exists by reason of this
23 Agreement.

24 (b) It is further understood and agreed by the parties hereto
25 that SUBGRANTEE in the performance of its obligations
26 hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result. Micro Fiched

- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

1 budget category for the term of this program and shall explain
2 in detail the reasons for such excess.

3 12. Procedures for Corrective Action

4 (a) Whenever the County Administrative Officer of PRIME
5 SPONSOR determines in the manner set forth herein that
6 SUBGRANTEE has failed to comply with any provision of
7 this SUBGRANT, the County Administraive Officer may
8 order corrective action. Micro Fiched

9 (b) Before making such an order, the County Administrative
10 Officer or his designee shall give SUBGRANTEE ten (10)
11 days' written notice setting forth the nature of SUB-
12 GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE
13 and its officers or responsible employees may have an
14 opportunity to meet with the County Administrative
15 Officer or PRIME SPONSOR or his designee for the purposes
16 of considering the need for and nature of corrective
17 action.

18 (c) An order for corrective action shall be in writing and
19 shall set forth specific directions for corrective action,
20 a detailed timetable for implementing the specific
21 directions for reporting to PRIME SPONSOR as to
22 implementation. The order shall be served on SUBGRANTEE.

23 (d) If SUBGRANTEE shall fail to implement an order for
24 corrective action, or if it shall fail to do so within
25 the timetable set for implementation, the County
26 Administrative Officer of the PRIME SPONSOR may recommend

1 that the Governing Body suspend payments hereunder or
2 terminate this SUBGRANT.

- 3 (e) If SUBGRANTEE shall fail to comply with the administrative
4 requirements of this SUBGRANT, such as those requiring
5 the timely submission of all periodic reports, and if
6 such failure shall not be suggestive of other apparent
7 misfeasance, malfeasance, or nonfeasance, the County
8 Administrative Officer shall be empowered, without con-
9 sultation with the Governing Body, to suspend or delay
10 any and all payments under this SUBGRANT until such
11 failure is rectified.

Micro Fiched

12 13. Property

- 13 (a) Any property acquired by SUBGRANTEE pursuant to this
14 Agreement shall be governed by the provisions of
15 Attachment N of OMB Circular No. A-102 and SUBGRANTEE
16 shall be subject to the obligations of grantee set
17 forth therein, and as between PRIME SPONSOR and SUB-
18 GRANTEE, PRIME SPONSOR shall have all the rights of
19 grantee agency set forth therein. Generally it is
20 expected that grant property will be retained and used
21 throughout its useful life in the grant program for
22 which it was acquired or if that program is terminated,
23 or if the property is no longer needed in the program,
24 in any other similar program of SUBGRANTEE, or PRIME
25 SPONSOR.
26 (b) The SUBGRANTEE'S Property Standards of Non-Expendable

1 Personal Property shall include the following procedural
2 requirements:

- 3 (1) Property records shall be maintained accurately and
4 provided for: A description of the property, manu-
5 facturer's serial number or other identification
6 number, acquisition data and cost, source of the
7 property, use and condition of property.
- 8 (2) Physical inventory of property shall be taken and
9 the result reconciled with the property records
10 at least once a year to verify the existence,
11 current utilization, and continued need for property.
- 12 (3) Adequate maintenance procedures shall be implemented
13 to keep property in good condition. Micro Fiched
- 14 (4) A control system shall be in effect to insure
15 adequate safeguards to prevent loss, damage, or
16 theft to property. Any loss, damage or theft of
17 non-expendable properties shall be investigated
18 and fully documented.

19 14. Contingent Fee

20 SUBGRANTEE warrants that no person, selling agency or other
21 organization has been employed or retained to solicit or
22 secure this agreement upon an agreement or understanding for
23 commission, percentage, brokerage, or contingency fee. For
24 breach or violation of this covenant the PRIME SPONSOR shall
25 have the right to annul this agreement without liability or,
26 at its discretion, to deduct from the compensation or otherwise

1 recover, the full amount of such commission, percentage,
2 brokerage, or contingency fee.

3 15. Laws

4 SUBGRANTEE shall comply with all the applicable laws, decisions,
5 statutes, regulations and ordinances of the United States,
6 the State of California, and local governments.

7 16. Rights

Micro Fiched

8 SUBGRANTEE agrees to and does hereby grant to the Federal
9 Government a royalty-free, non-exclusive and irrevocable
10 license throughout the world of government purposes to publish,
11 translate, reproduce, and otherwise use and dispose of, and to
12 authorize others to do so, all data, including reports,
13 patents, copyrights, drawings, blueprints, and technical
14 information resulting from the performance of the work under
15 this SUBGRANT. SUBGRANTEE will not include copyrighted
16 matter in the material furnished under this agreement without
17 written permission from the copyright owner. The SUBGRANTEE
18 further agrees that in the performance of this SUBGRANT no
19 person having interest that would conflict with the performance
20 of this SUBGRANT shall be employed.

21 17. Right to Reuse

22 If, under the provisions of this SUBGRANT, SUBGRANTEE develops
23 any systems analysis products, models, electronic data
24 processing systems, software and related services, SUBGRANTEE
25 agrees that the methods, materials, logic, and systems
26 developed pursuant to this SUBGRANT shall be the property of

1 PRIME SPONSOR, and be used as PRIME SPONSOR sees fit,
2 including the right to reuse and publish the same without
3 limitation.

4 18. Personnel

5 (a) SUBGRANTEE represents that he has, or will secure at his
6 own expense, all personnel required in performing the
7 services under this SUBGRANT. Such personnel shall not
8 be employees of or have any contractual relationship
9 with PRIME SPONSOR.

Micro Fiched

10 (b) All of the services hereunder will be performed by
11 SUBGRANTEE or under his/her supervision, and all personnel
12 engaged in the work shall be fully qualified and shall be
13 authorized under State and local law to perform such
14 services.

15 (c) None of the work or services covered by this SUBGRANT
16 shall be subcontracted without the prior written approval
17 of PRIME SPONSOR.

18 (d) SUBGRANTEE may not terminate, layoff, or reduce the
19 working hours of an employee in anticipation of hiring
20 an individual with funds available under Title VI. In
21 addition, no participant shall be used to fill positions
22 or provide services normally provided by temporary,
23 part-time, or seasonal workers or contracted out, or to
24 fill full-time vacancies. SUBGRANTEE shall not hire any
25 person into any job funded under Title VI when any other
26 person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

Micro Fiched

21. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

///

1 25. Nepotism

2 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall
3 hire, or cause or allow to be hired, a person into an
4 administrative capacity, staff position or public service
5 employment position funded under CETA, if a member of his or
6 her immediate family is employed in an administrative capacity
7 for the PRIME SPONSOR, SUBGRANTEE or any employing contractor.
8 However, where a state of local statute regarding nepotism
9 exists which is more restrictive than the policy, the eligible
10 applicant should follow the State of local statute in lieu of
11 the policy. Micro Fiched

12 (a) The term "member of the immediate family" includes: wife,
13 husband, son, daughter, mother, father, brother,
14 brother-in-law, sister, sister-in-law, father-in-law,
15 mother-in-law, aunt, uncle, neice, nephew, step-parent,
16 and step-child.

17 (b) The term "Administrative capacity" includes those persons
18 who have overall administrative responsibility for a
19 program, including all elected and appointed officials
20 who have any responsibility for the obtaining of and/or
21 approval of any grant funded under the Act, such as
22 members of the PRIME SPONSOR Planning Council, other
23 officials who have an influence or control over the
24 administration of the program, as set forth in 29 CFR §
25 98.22(b)(3).

26 (c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

Micro Fiched

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

Micro Fiched

29. Insurance

SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet.

WHEREFORE, the parties have executed this SUBGRANT

No. 78-407.

COUNTY OF YOLO, PRIME SPONSOR

Arthur H. Edmonds
(Signature of Authorized Officer)

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

Micro Fiched

University of California, Davis
(Legal Name of SUBGRANTEE)

Leah
(Signature of Authorized Officer)

Associate Dean of Research
(Title of Authorized Officer)

(Corporate Seal)

///

///

///

///

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Micro Fiched

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

Micro Fiched

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

Micro Fiched

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

Micro Fiched

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

Micro Fiched

bb. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).
2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).
3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).
4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

Micro Fiches

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c) (4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate exceeds except where exempt under section 604 of the Act (sections 205(c) (6) and 604).

Micro Fiched

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c) (7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c) (8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c) (9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c) (17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c) (18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c) (19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c) (21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c) (22)).

Micro Fiched

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c) (23)).

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205 (c) (24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c) (24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs Micro Fiched

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

Micro Fiched

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

William H. Edwards
(Signature of Authorized Officer)

Micro Fiched

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

University of California, Davis
(Legal Name of Subgrantee)

Leo H. Lee
(Signature of Authorized Officer)

19

Associate Dean of Research
(Title of Authorized Officer)

POSITION LISTING

TITLE II

UNIVERSITY OF CALIFORNIA, DAVIS

	<u>Positions</u>	<u>Salary</u> <u>1-1-79 to 3-31-79</u>	<u>Benefits</u>	<u>Total</u>
One	Maintenance Worker I	<u>\$ 1,875</u>	<u>\$ 24</u>	<u>\$ 1,899</u>

Micro Fiched

TITLE II OPERATING BUDGET

☒ ORIGINAL☐ REVISION NO. _____DATE December 19, 1978

Subgrantee Name and Address:

University of California, Davis312 Mark HallDavis, CA 95616

Contact Person _____

Phone 752-7300

Contract No. _____

Period: From 1-1-79 To 3-31-79Program Name P.S.E. Title II

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.			633					633
FEB.			633					633
MAR.			633					633
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL			1899					1899

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.			625	8			633
FEB.			625	8			633
MAR.			625	8			633
APR.							
MAY							
JUNE							
JULY							
AUG.							
SEPT.							
TOTAL			1875	24			1899

CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Name and Title of Authorized Official _____

Signature _____

Date _____

Accountant _____

Principal Administrative Analyst _____

12-26-78
Date12-26-78
Date

COUNTY OF YOLO

Subgrant Signature Sheet

Title IIAgreement/
Subgrant No. 73-408Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee

Winters Joint Unified School District

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and Winters Joint Unified School District hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program

FILED

Winters Joint Unified School District

JAN 24 1979

Address

PETER McNAMEE, Clerk

47 Main Street

By *Arthur H. Edmonds*

City

Phone Deputy

Winters, CA 95694

795-4588

Micro Fished

Program Director

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on January 1, 1979The term of the SUBGRANT shall end on March 31, 1979The total amount of the SUBGRANT is \$ 22,678

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

X By Signature

Name and Title

Date

Name and Title

Date

William H. Oser 1-9-79
 William H. Oser
 Director of Federal Projects

1-9-79

Arthur H. Edmonds
 ARTHUR H. EDMONDS, Chairman
 Yolo County Board of Supervisors

DEC 26 1978

Type name and Title of Authorized Officer

William H. Oser, Director of Federal Projects

1 SUBGRANT

2 COUNTY OF YOLO

3 This SUBGRANT dated this 1st day of January,
4 1979, by and between the County of Yolo, a political subdivision,
5 hereinafter called Prime Sponsor or County, and the Winters Joint
6 Unified School District hereinafter called SUBGRANTEE.

7 W I T N E S S E T H:

Micro Fiched

8 Recitals

- 9 1. County of Yolo is a Prime Sponsor within the meaning of the
10 Comprehensive Employment and Training Act of 1973, as amended
11 (PL 93-203 and PL 93-567), hereinafter referred to as CETA
12 and as such by Code of Federal Regulations is charged with the
13 basic responsibilities of a Prime Sponsor and the parts and
14 sections of CETA referred to therein, which provides as follows:
- 15 (a) Compliance with plans and assurances.
 - 16 (b) Compliance with Part 98 of the Regulations.
 - 17 (c) Establish priorities for receipt of assistance authorized
18 under the Act taking into account the priorities identi-
19 fied by the Secretary and the significant segments repre-
20 sented among the economically disadvantaged, unemployed,
21 and underemployed residing within the jurisdiction.
 - 22 (d) Designing program operating activities which are to the
23 maximum extent feasible, consistent with every partici-
24 pant's fullest capabilities and will lead to employment
25 opportunities enabling every participant to become
26 economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9)).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and

(f) Making maximum efforts to achieve the provisions of the plan.

Micro Fiched

2. Winters Joint Unified School District is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Assurances and Certification.
- (d) Position Listing
- (e) Line Item Budget
- (f)
- (g)
- (h)
- (i)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin January 1, 1979, and shall end March 31, 1979, as set forth in the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

Micro Fiched

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of \$22,678, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this subgrant during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR,

1 or his designee, shall review that claim, may review
2 the records, books of account, trial balance and
3 vouchers of SUBGRANTEE, and shall approve the claim
4 to the extent that SUBGRANTEE has incurred reasonable
5 and necessary costs pursuant to this subgrant,
6 including the Budget Schedules attached hereto.

7 (3) To the extent permitted by the Federal Government,
8 the County Administrative Officer or his designee
9 may approve in advance of working capital to SUB-
10 GRANTEE. Each advance of working capital shall be
11 made on application in writing by SUBGRANTEE. ^{Micro Fiched} Each
12 approval shall be in writing and shall set forth
13 the terms for repayment. Repayment shall be offset
14 against amounts payable on monthly claims. The
15 terms of repayment may be modified by written order
16 of the County Administrative Officer or his designee.
17 Upon termination of this subgrant any unpaid advances
18 shall be offset against any remaining payments to
19 SUBGRANTEE. Any advances exceeding remaining pay-
20 ments shall be repaid to PRIME SPONSOR immediately.

21 (c) Reasonable and necessary costs shall be determined by
22 PRIME SPONSOR in accordance with the requirements of the
23 United States Department of Labor and the United States
24 OMB, Circulars A-87 and A-102, and any additional
25 requirements or procedures established by PRIME SPONSOR.

26 (d) It is expressly understood by PRIME SPONSOR and

1 SUBGRANTEE that PRIME SPONSOR has made applications to the
2 United States Department of Labor for a grant of funds
3 under the Comprehensive Employment and Training Act of
4 1973, as amended, for the purpose of funding services
5 under this contract and that PRIME SPONSOR is not
6 obligated to provide funds to SUBGRANTEE and SUBGRANTEE
7 is not obligated to provide services under the contract
8 until such funds are available to PRIME SPONSOR by the
9 Department of Labor. Micro Fiched

- 10 (e) Approved claims shall be paid only from funds granted to
11 PRIME SPONSOR by the U. S. Department of Labor.

12 5. Records, Audit, Inspection

13 (a) Establishment and Maintenance of Records

14 The SUBGRANTEE shall maintain records, including but not
15 limited to books, financial records, supporting docu-
16 ments, statistical records, personnel, property and all
17 other pertinent records sufficient to reflect properly,

18 (a) all direct and indirect costs whatsoever nature
19 claimed to have been incurred and anticipated to be con-
20 current to perform this contract, and (b) all other
21 matters covered by this SUBGRANT for which the mainten-
22 ance and retention of records is required by law,
23 including but not limited to U.S. OMB Circulars No.
24 A-87 and No. A-102, and regulations of the U.S. Department
25 of Labor, including but not limited to 29 CFR & 98.18.
26 The obligation to maintain and preserve records shall not

1 be diminished by any instructions or advice given by
2 PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable
3 written reports to PRIME SPONSOR.

4 (b) Preservation of Records

5 SUBGRANTEE shall preserve and make available its records
6 related to this SUBGRANT (a) until the expiration of
7 three (3) years from the date of final payment to
8 SUBGRANTEE under this SUBGRANT (b) for such longer period,
9 if any, as required by applicable law. Micro Fiched

10 If this SUBGRANT is terminated, the records
11 relating to this SUBGRANT shall be preserved
12 and made available for a period of three (3)
13 years from the date of any resulting final
14 settlement.

15 (c) Accounting by SUBGRANTEE

16 SUBGRANTEE shall establish and maintain at all times, on
17 a current basis in conjunction with the Program, an
18 adequate accrued accounting system covering all costs,
19 items and expenditures with respect to the Program, in
20 accordance with generally accepted accounting principles
21 and standards, and in accordance with requirements of the
22 Federal Government and any PRIME SPONSOR requirements as
23 set forth in the SUBGRANTEES' Fiscal Activities Manual.

24 (d) Examination of Records and Facilities

25 At any time during normal business hours, PRIME SPONSOR
26 or duly authorized representative thereof, shall until

1 expiration of three (3) years after final payment under
2 this SUBGRANT have access to and the right to examine its
3 offices, and facilities engaged in performance of this
4 SUBGRANT and all its records with respect to all matters
5 covered by this SUBGRANT, including the right to audit,
6 examine and make excerpts of transcripts and from such
7 records to make audit of all contracts and subcontracts,
8 invoices, payrolls, records or personnel conditions of
9 employment, material and all other data relating to
10 matters covered by the SUBGRANT.

Micro Fiched

11 (e) Documentation of Cost

12 All cost shall be supported by properly executed payrolls,
13 time records, invoices, contracts, or vouchers or other
14 official documentation evidencing in proper detail the
15 nature of propriety of the charge. All checks, payrolls,
16 accounting documents, pertaining in whole or part of this
17 contract shall be clearly identified and readily
18 accessible.

19 6. Suspension of Disallowance of Payments

20 PRIME SPONSOR may at any time elect to offset against, suspend,
21 or disallow payment to SUBGRANTEE in whole or part or to de-
22 mand repayment under this agreement in the event of any of the
23 following occurrences, to wit:

- 24 (a) If SUBGRANTEE (with knowledge) shall have made any mis-
25 representation of any nature with respect to any
26 information or data furnished to PRIME SPONSOR in

connection with Program.

- (b) If SUBGRANTEE is in default under any provisions of this agreement.
- (c) If SUBGRANTEE maintains a pattern of discrimination.
- (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.
- (e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT. Micro Fiched
- (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

- (1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.
- (2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.
- (3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.
- (4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied

1 by the U. S. Department of Labor to the grant under
2 which this Agreement is made. SUBGRANTEE shall not
3 be relieved of liability to PRIME SPONSOR for
4 damages sustained by PRIME SPONSOR by virtue of
5 any breach of the Agreement by SUBGRANTEE and PRIME
6 SPONSOR may withhold any reimbursement to SUBGRANTEE
7 for the purposes of setoff until such time as the
8 exact amount of damages due PRIME SPONSOR from
9 SUBGRANTEE is agreed upon or otherwise determined.

10 (b) Without Cause

Micro Fiched

11 PRIME SPONSOR may terminate this SUBGRANT at any time by
12 giving written notice to SUBGRANTEE of such termination
13 and specifying the effective date thereof, at least 30
14 days before the effective date of such termination. If
15 the SUBGRANT is terminated by PRIME SPONSOR as provided
16 herein, SUBGRANTEE will be paid an amount which the same
17 ratio to the total compensation as the services actually
18 performed bear to the total services of SUBGRANTEE
19 covered by this SUBGRANT, less payments of compensation
20 previously made.

21 8. Severability of Provisions

22 If any provisions of this SUBGRANT are held invalid, the re-
23 mainder of this SUBGRANT shall not be affected thereby, in
24 such remainder would then continue to conform to terms and
25 requirements of applicable law.

26 ///

1 9. Exculpatory Clause

2 SUBGRANTEE shall indemnify and hold harmless and defend PRIME
3 SPONSOR, its officers, employees and agents from and against
4 all claims, losses, liabilities, or damages, including attorney
5 fees, arising out of or resulting from the performance of this
6 Agreement, caused in whole or in part by any negligent act or
7 omission of SUBGRANTEE or anyone directly or indirectly
8 employed by SUBGRANTEE, regardless of whether or not it is
9 caused in part by a party indemnified hereunder.

10 10. Legal Relationship

Micro Fiched

- 11 (a) It is herein understood and agreed that SUBGRANTEE is an
12 independent contractor and that no relationship of
13 employer-employee exists between the parties hereto.
14 That SUBGRANTEE shall not be entitled to any benefits
15 available to employees of PRIME SPONSOR. That PRIME
16 SPONSOR is not required to make any deductions from the
17 compensation payable to SUBGRANTEE under the provisions
18 of this Agreement; that as an independent contractor,
19 SUBGRANTEE thereby holds PRIME SPONSOR harmless from any
20 and all claims that may be made against PRIME SPONSOR
21 based upon any contention by any third party that an
22 employer-employee relationship exists by reason of this
23 Agreement.
24
25 (b) It is further understood and agreed by the parties hereto
26 that SUBGRANTEE in the performance of its obligations
hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result. Micro Fiched

- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

1 budget category for the term of this program and shall explain
2 in detail the reasons for such excess.

Micro Fiched

3 12. Procedures for Corrective Action

- 4 (a) Whenever the County Administrative Officer of PRIME
5 SPONSOR determines in the manner set forth herein that
6 SUBGRANTEE has failed to comply with any provision of
7 this SUBGRANT, the County Administraive Officer may
8 order corrective action.
- 9 (b) Before making such an order, the County Administrative
10 Officer or his designee shall give SUBGRANTEE ten (10)
11 days' written notice setting forth the nature of SUB-
12 GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE
13 and its officers or responsible employees may have an
14 opportunity to meet with the County Administrative
15 Officer or PRIME SPONSOR or his designee for the purposes
16 of considering the need for and nature of corrective
17 action.
- 18 (c) An order for corrective action shall be in writing and
19 shall set forth specific directions for corrective action,
20 a detailed timetable for implementing the specific
21 directions for reporting to PRIME SPONSOR as to
22 implementation. The order shall be served on SUBGRANTEE.
- 23 (d) If SUBGRANTEE shall fail to implement an order for
24 corrective action, or if it shall fail to do so within
25 the timetable set for implementation, the County
26 Administrative Officer of the PRIME SPONSOR may recommend

that the Governing Body suspend payments hereunder or terminate this SUBGRANT.

- (e) If SUBGRANTEE shall fail to comply with the administrative requirements of this SUBGRANT, such as those requiring the timely submission of all periodic reports, and if such failure shall not be suggestive of other apparent misfeasance, malfeasance, or nonfeasance, the County Administrative Officer shall be empowered, without consultation with the Governing Body, to suspend or delay any and all payments under this SUBGRANT until such failure is rectified.

13. Property

Micro Fiched

- (a) Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantee agency set forth therein. Generally it is expected that grant property will be retained and used throughout its useful life in the grant program for which it was acquired or if that program is terminated, or if the property is no longer needed in the program, in any other similar program of SUBGRANTEE, or PRIME SPONSOR.
- (b) The SUBGRANTEE'S Property Standards of Non-Expendable

1 Personal Property shall include the following procedural
2 requirements:

- 3 (1) Property records shall be maintained accurately and
4 provided for: A description of the property, manu-
5 facturer's serial number or other identification
6 number, acquisition data and cost, source of the
7 property, use and condition of property. Micro Fiched
8 (2) Physical inventory of property shall be taken and
9 the result reconciled with the property records
10 at least once a year to verify the existence,
11 current utilization, and continued need for property.
12 (3) Adequate maintenance procedures shall be implemented
13 to keep property in good condition.
14 (4) A control system shall be in effect to insure
15 adequate safeguards to prevent loss, damage, or
16 theft to property. Any loss, damage or theft of
17 non-expendable properties shall be investigated
18 and fully documented.

19 14. Contingent Fee

20 SUBGRANTEE warrants that no person, selling agency or other
21 organization has been employed or retained to solicit or
22 secure this agreement upon an agreement or understanding for
23 commission, percentage, brokerage, or contingency fee. For
24 breach or violation of this covenant the PRIME SPONSOR shall
25 have the right to annul this agreement without liability or,
26 at its discretion, to deduct from the compensation or otherwise

1 recover, the full amount of such commission, percentage,
2 brokerage, or contingency fee.

3 15. Laws

4 SUBGRANTEE shall comply with all the applicable laws, decisions,
5 statutes, regulations and ordinances of the United States,
6 the State of California, and local governments.

Micro Fiched

7 16. Rights

8 SUBGRANTEE agrees to and does hereby grant to the Federal
9 Government a royalty-free, non-exclusive and irrevocable
10 license throughout the world of government purposes to publish,
11 translate, reproduce, and otherwise use and dispose of, and to
12 authorize others to do so, all data, including reports,
13 patents, copyrights, drawings, blueprints, and technical
14 information resulting from the performance of the work under
15 this SUBGRANT. SUBGRANTEE will not include copyrighted
16 matter in the material furnished under this agreement without
17 written permission from the copyright owner. The SUBGRANTEE
18 further agrees that in the performance of this SUBGRANT no
19 person having interest that would conflict with the performance
20 of this SUBGRANT shall be employed.

21 17. Right to Reuse

22 If, under the provisions of this SUBGRANT, SUBGRANTEE develops
23 any systems analysis products, models, electronic data
24 processing systems, software and related services, SUBGRANTEE
25 agrees that the methods, materials, logic, and systems
26 developed pursuant to this SUBGRANT shall be the property of

1 PRIME SPONSOR, and be used as PRIME SPONSOR sees fit,
2 including the right to reuse and publish the same without
3 limitation.

4 18. Personnel

- 5 (a) SUBGRANTEE represents that he has, or will secure at his
6 own expense, all personnel required in performing the
7 services under this SUBGRANT. Such personnel shall not
8 be employees of or have any contractual relationship
9 with PRIME SPONSOR. Micro Fiched
- 10 (b) All of the services hereunder will be performed by
11 SUBGRANTEE or under his/her supervision, and all personnel
12 engaged in the work shall be fully qualified and shall be
13 authorized under State and local law to perform such
14 services.
- 15 (c) None of the work or services covered by this SUBGRANT
16 shall be subcontracted without the prior written approval
17 of PRIME SPONSOR.
- 18 (d) SUBGRANTEE may not terminate, layoff, or reduce the
19 working hours of an employee in anticipation of hiring
20 an individual with funds available under Title VI. In
21 addition, no participant shall be used to fill positions
22 or provide services normally provided by temporary,
23 part-time, or seasonal workers or contracted out, or to
24 fill full-time vacancies. SUBGRANTEE shall not hire any
25 person into any job funded under Title VI when any other
26 person is on lay-off from the same or any substantially

1 equivalent job.

2 19. Assignments

3 Without the written consent of PRIME SPONSOR, this SUBGRANT
4 is not assignable by SUBGRANTEE either in whole or in part.

5 20. Alterations

6 No alteration or variation of the terms of this SUBGRANT shall
7 be valid unless made in writing and signed by the parties
8 hereto.

Micro Fiched

9 21. Waiver

10 The waiver by PRIME SPONSOR of any default, breach or condition
11 shall not be construed as a waiver on the part of the PRIME
12 SPONSOR of any default, breach or condition precedent, or any
13 other right hereunder.

14 22. Successors

15 This SUBGRANT shall bind and insure to the successors in
16 interest of PRIME SPONSOR and SUBGRANTEE in the same manner
17 as if such party had been expressly named herein.

18 23. Cost of Living Council

19 The SUBGRANTEE agrees to comply with Applicable Regulations
20 and Standards of the Cost of Living Council in establishing
21 wages and prices.

22 24. Clean Air Act of 1970

23 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE
24 agrees to comply with all applicable standards, orders, or
25 regulations issued pursuant to the Clean Air Act of 1970.

26 ///

1 25. Nepotism

2 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall
3 hire, or cause or allow to be hired, a person into an
4 administrative capacity, staff position or public service
5 employment position funded under CETA, if a member of his or
6 her immediate family is employed in an administrative capacity
7 for the PRIME SPONSOR, SUBGRANTEE or any employing contractor.
8 However, where a state of local statute regarding nepotism
9 exists which is more restrictive than the policy, the eligible
10 applicant should follow the State of local statute in lieu of
11 the policy.

Micro Fiched

12 (a) The term "member of the immediate family" includes: wife,
13 husband, son, daughter, mother, father, brother,
14 brother-in-law, sister, sister-in-law, father-in-law,
15 mother-in-law, aunt, uncle, neice, nephew, step-parent,
16 and step-child.

17 (b) The term "Administrative capacity" includes those persons
18 who have overall administrative responsibility for a
19 program, including all elected and appointed officials
20 who have any responsibility for the obtaining of and/or
21 approval of any grant funded under the Act, such as
22 members of the PRIME SPONSOR Planning Council, other
23 officials who have an influence or control over the
24 administration of the program, as set forth in 29 CFR §
25 98.22(b)(3).

26 (c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

Micro Fiched

27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

29. Insurance

Micro Fiched

SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT

No. 78-408.

COUNTY OF YOLO, PRIME SPONSOR

Arthur H. G. [Signature]
(Signature of Authorized Officer)

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

Winters Joint Unified School District
(Legal Name of SUBGRANTEE)

Micro Fiched

William H. Oser
(Signature of Authorized Officer)

January 9 1979

William H. Oser
Director of Federal Projects
(Title of Authorized Officer)

(Corporate Seal)

///
///
///
///

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them. Micro Fiched

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a) (9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)). Micro Fiched

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

Micro Fiched

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

Micro Fished

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

Micro Fiched

bb. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c) (4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate exceeds except where exempt under section 604 of the Act (sections 205(c) (6) and 604).

Micro Fiched

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c) (7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c) (8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c) (9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c) (17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c) (18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c) (19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c) (21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a) (1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c) (22)).

Micro Fiched

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c) (23)).

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205 (c) (24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c) (24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

Micro Fiched

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

Micro Fiched

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

Arthur A. Ehrlich
(Signature of Authorized Officer)

Micro Fiched

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

Winters Joint Unified School District
(Legal Name of Subgrantee)

January 9 1979

William H. Oser
(Signature of Authorized Officer)

William H. Oser
Director of Federal Projects
(Title of Authorized Officer)

POSITION LISTING

TITLE II

WINTERS JOINT UNIFIED SCHOOL DISTRICT

	<u>Positions</u>	<u>Salary</u> <u>1-1-79 to</u>	<u>Benefits</u> <u>3-31-79</u>	<u>Micro Fiched</u> <u>Total</u>
One	Bookkeeper	\$ 1,776	\$ 411	\$ 2,187
Six	Gardener/Custodians	10,926	2,974	13,900
Two	Library Clerks	3,384	942	4,326
<u>One</u>	<u>Secretary</u>	<u>1,776</u>	<u>489</u>	<u>2,265</u>
Ten	Total	<u>\$ 17,862</u>	<u>\$ 4,816</u>	<u>\$ 22,678</u>

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE II OPERATING BUDGET

☒ ORIGINAL ☐ REVISION NO. _____

DATE December 19, 1978

Subgrantee Name and Address:
Winters Joint Unified School District
47 Main Street
Woodland, CA 95695

Contact Person _____
Phone 725-4500 Contract No. _____
Period: From 1-1-79 To 3-31-79
Program Name PSE Title II

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	DOT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								7559
JAN.			7559					7559
FEB.			7559					7560
MAR.			7560					
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL			22,678					22,678

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							7559
JAN.			5954	1605			7559
FEB.			5954	1605			7560
MAR.			5954	1606			
APR.							
MAY							
JUNE							
JULY							
AUG.							
SEPT.							
TOTAL			17,862	4816			22,678

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

William H. Oser
Director of Federal Projects

Name and Title of Authorized Official

For CETA Approval Only:

Robert A. Boyer 12-21-78
Accountant Date

James L. Mitchell 12-26-78
Principal Administrative Analyst Date

1-9-79

Date

COUNTY OF YOLO

Subgrant Signature Sheet

Title IIAgreement/
Subgrant No. 73-409

Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee Micro Fiched
Yolo County Superintendent of Schools

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and Yolo County Superintendent of Schools hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

Program

JAN 24 1979

Yolo County Superintendent of Schools

Address

PETER McNAMEE, Clerk

500 First Street

By Peter McNamee

City

Phone 666-8424

Woodland, CA 95695

Program Director

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on January 1, 1979The term of the SUBGRANT shall end on March 31, 1979The total amount of the SUBGRANT is \$24,762

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

By Signature

Name and Title

Date

Name and Title

Date

Jack Potter
Superintendent

1-2-79

ARTHUR H. EDMONDS, Chairman
Yolo County Board of Supervisors

DEC 26 1978

Type name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of January, 1979, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the Yolo County Superintendent of Schools hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

Micro Fiched

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 98 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9)).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and

(f) Making maximum efforts to achieve the provisions of the plan. Micro Filled

2. Yolo County Superintendent of Schools is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Assurances and Certification.
- (d) Position Listing
- (e) Line Item Budget
- (f)
- (g)
- (h)
- (i)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as
3 determined by PRIME SPONSOR perform the services described in
4 the attachments listed above under Subgrant which are subject
5 to all the terms, conditions, and assurances of this SUBGRANT.

6 3. Term

Micro Fished

7 The term of this SUBGRANT shall begin January 1, 1979,
8 and shall end March 31, 1979, as set forth in the
9 Signature Sheet. Grant funds may not, without advance written
10 approval by PRIME SPONSOR, be obligated before the beginning
11 of the term or after the ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and
14 necessary costs incurred in the performance of this contract
15 in accordance with the following:

16 (a) Total Reimbursement shall not exceed the amount of
17 \$ 24,762, as set forth on Signature Sheet.

18 (b) Payment of costs incurred in the performance of this
19 contract shall be paid on the basis of an approved
20 monthly claim as follows:

21 (1) Within ten (10) days following the completion of
22 each calendar month SUBGRANTEE shall submit to
23 PRIME SPONSOR a claim itemizing all expenditures
24 made pursuant to this subgrant during the preceding
25 month.

26 (2) The County Administrative Officer of PRIME SPONSOR,

1 or his designee, shall review that claim, may review
2 the records, books of account, trial balance and
3 vouchers of SUBGRANTEE, and shall approve the claim
4 to the extent that SUBGRANTEE has incurred reasonable
5 and necessary costs pursuant to this subgrant,
6 including the Budget Schedules attached hereto.

7 (3) To the extent permitted by the Federal Government,
8 the County Administrative Officer or his designee ^{Micro Fiched}
9 may approve in advance of working capital to SUB-
10 GRANTEE. Each advance of working capital shall be
11 made on application in writing by SUBGRANTEE. Each
12 approval shall be in writing and shall set forth
13 the terms for repayment. Repayment shall be offset
14 against amounts payable on monthly claims. The
15 terms of repayment may be modified by written order
16 of the County Administrative Officer or his designee.
17 Upon termination of this subgrant any unpaid advances
18 shall be offset against any remaining payments to
19 SUBGRANTEE. Any advances exceeding remaining pay-
20 ments shall be repaid to PRIME SPONSOR immediately.

21 (c) Reasonable and necessary costs shall be determined by
22 PRIME SPONSOR in accordance with the requirements of the
23 United States Department of Labor and the United States
24 OMB, Circulars A-87 and A-102, and any additional
25 requirements or procedures established by PRIME SPONSOR.

26 (d) It is expressly understood by PRIME SPONSOR and

1 SUBGRANTEE that PRIME SPONSOR has made applications to the
2 United States Department of Labor for a grant of funds
3 under the Comprehensive Employment and Training Act of
4 1973, as amended, for the purpose of funding services
5 under this contract and that PRIME SPONSOR is not
6 obligated to provide funds to SUBGRANTEE and SUBGRANTEE
7 is not obligated to provide services under the contract
8 until such funds are available to PRIME SPONSOR by the
9 Department of Labor. Micro Fiched

10 (e) Approved claims shall be paid only from funds granted to
11 PRIME SPONSOR by the U. S. Department of Labor.

12 5. Records, Audit, Inspection.

13 (a) Establishment and Maintenance of Records

14 The SUBGRANTEE shall maintain records, including but not
15 limited to books, financial records, supporting docu-
16 ments, statistical records, personnel, property and all
17 other pertinent records sufficient to reflect properly,

18 (a) all direct and indirect costs whatsoever nature
19 claimed to have been incurred and anticipated to be con-
20 current to perform this contract, and (b) all other
21 matters covered by this SUBGRANT for which the mainten-
22 ance and retention of records is required by law,
23 including but not limited to U.S. OMB Circulars No.

24 A-87 and No. A-102, and regulations of the U.S. Department
25 of Labor, including but not limited to 29 CFR & 98.18.

26 The obligation to maintain and preserve records shall not

1 be diminished by any instructions or advice given by
2 PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable
3 written reports to PRIME SPONSOR.

4 (b) Preservation of Records

5 SUBGRANTEE shall preserve and make available its records
6 related to this SUBGRANT (a) until the expiration of
7 three (3) years from the date of final payment to
8 SUBGRANTEE under this SUBGRANT (b) for such longer period,
9 if any, as required by applicable law. Micro Fiched

10 If this SUBGRANT is terminated, the records
11 relating to this SUBGRANT shall be preserved
12 and made available for a period of three (3)
13 years from the date of any resulting final
14 settlement.

15 (c) Accounting by SUBGRANTEE

16 SUBGRANTEE shall establish and maintain at all times, on
17 a current basis in conjunction with the Program, an
18 adequate accrued accounting system covering all costs,
19 items and expenditures with respect to the Program, in
20 accordance with generally accepted accounting principles
21 and standards, and in accordance with requirements of the
22 Federal Government and any PRIME SPONSOR requirements as
23 set forth in the SUBGRANTEES' Fiscal Activities Manual.

24 (d) Examination of Records and Facilities

25 At any time during normal business hours, PRIME SPONSOR
26 or duly authorized representative thereof, shall until

1 expiration of three (3) years after final payment under
2 this SUBGRANT have access to and the right to examine its
3 offices, and facilities engaged in performance of this
4 SUBGRANT and all its records with respect to all matters
5 covered by this SUBGRANT, including the right to audit,
6 examine and make excerpts of transcripts and from such
7 records to make audit of all contracts and subcontracts,
8 invoices, payrolls, records or personnel conditions of
9 employment, material and all other data relating to
10 matters covered by the SUBGRANT.

11 (e) Documentation of Cost

Micro Fiched

12 All cost shall be supported by properly executed payrolls,
13 time records, invoices, contracts, or vouchers or other
14 official documentation evidencing in proper detail the
15 nature of propriety of the charge. All checks, payrolls,
16 accounting documents, pertaining in whole or part of this
17 contract shall be clearly identified and readily
18 accessible.

19 6. Suspension of Disallowance of Payments

20 PRIME SPONSOR may at any time elect to offset against, suspend,
21 or disallow payment to SUBGRANTEE in whole or part or to de-
22 mand repayment under this agreement in the event of any of the
23 following occurrences, to wit:

- 24 (a) If SUBGRANTEE (with knowledge) shall have made any mis-
25 representation of any nature with respect to any
26 information or data furnished to PRIME SPONSOR in

1 connection with Program.

- 2 (b) If SUBGRANTEE is in default under any provisions of this
3 agreement.
- 4 (c) If SUBGRANTEE maintains a pattern of discrimination.
- 5 (d) If SUBGRANTEE incurs unreasonable administrative costs
6 in the conduct of activities and program.
- 7 (e) If the SUBGRANTEE fails to comply with any other terms
8 and conditions of this SUBGRANT.
- 9 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports
10 which are incorrect or incomplete in any material
11 respect.

Micro Fiched

12 7. Termination of SUBGRANT

13 (a) With Cause

14 PRIME SPONSOR may terminate the SUBGRANT in the following
15 instances by giving written notice to the SUBGRANTEE at
16 least five (5) days prior to the effective termination
17 date stated in the notice:

- 18 (1) If through any cause SUBGRANTEE shall fail to ful-
19 fill in timely and proper manner its obligations
20 under this Agreement.
- 21 (2) If SUBGRANTEE shall violate any of the covenants
22 or stipulations of this Agreement.
- 23 (3) If the grant from the U. S. Department of Labor
24 under which this Agreement is made is terminated.
- 25 (4) If SUBGRANTEE is unable or unwilling to comply with
26 such additional conditions as may be lawfully applied

1 by the U. S. Department of Labor to the grant under
2 which this Agreement is made. SUBGRANTEE shall not
3 be relieved of liability to PRIME SPONSOR for
4 damages sustained by PRIME SPONSOR by virtue of
5 any breach of the Agreement by SUBGRANTEE and PRIME
6 SPONSOR may withhold any reimbursement to SUBGRANTEE
7 for the purposes of setoff until such time as the
8 exact amount of damages due PRIME SPONSOR from
9 SUBGRANTEE is agreed upon or otherwise determined.

10 (b) Without Cause

Micro Fished

11 PRIME SPONSOR may terminate this SUBGRANT at any time by
12 giving written notice to SUBGRANTEE of such termination
13 and specifying the effective date thereof, at least 30
14 days before the effective date of such termination. If
15 the SUBGRANT is terminated by PRIME SPONSOR as provided
16 herein, SUBGRANTEE will be paid an amount which the same
17 ratio to the total compensation as the services actually
18 performed bear to the total services of SUBGRANTEE
19 covered by this SUBGRANT, less payments of compensation
20 previously made.

21 8. Severability of Provisions

22 If any provisions of this SUBGRANT are held invalid, the re-
23 mainder of this SUBGRANT shall not be affected thereby, in
24 such remainder would then continue to conform to terms and
25 requirements of applicable law.

26 ///

1 9. Exculpatory Clause

2 SUBGRANTEE shall indemnify and hold harmless and defend PRIME
3 SPONSOR, its officers, employees and agents from and against
4 all claims, losses, liabilities, or damages, including attorney
5 fees, arising out of or resulting from the performance of this
6 Agreement, caused in whole or in part by any negligent act or
7 omission of SUBGRANTEE or anyone directly or indirectly
8 employed by SUBGRANTEE, regardless of whether or not it is
9 caused in part by a party indemnified hereunder. Micro Fiched

10 10. Legal Relationship

11 (a) It is herein understood and agreed that SUBGRANTEE is an
12 independent contractor and that no relationship of
13 employer-employee exists between the parties hereto.
14 That SUBGRANTEE shall not be entitled to any benefits
15 available to employees of PRIME SPONSOR. That PRIME
16 SPONSOR is not required to make any deductions from the
17 compensation payable to SUBGRANTEE under the provisions
18 of this Agreement; that as an independent contractor,
19 SUBGRANTEE thereby holds PRIME SPONSOR harmless from any
20 and all claims that may be made against PRIME SPONSOR
21 based upon any contention by any third party that an
22 employer-employee relationship exists by reason of this
23 Agreement.

24 (b) It is further understood and agreed by the parties hereto
25 that SUBGRANTEE in the performance of its obligations
26 hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

Micro Fiched

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

1 budget category for the term of this program and shall explain
2 in detail the reasons for such excess.

3 12. Procedures for Corrective Action

- 4 (a) Whenever the County Administrative Officer of PRIME
5 SPONSOR determines in the manner set forth herein that
6 SUBGRANTEE has failed to comply with any provision of
7 this SUBGRANT, the County Administraive Officer may
8 order corrective action. Micro Fiched
- 9 (b) Before making such an order, the County Administrative
10 Officer or his designee shall give SUBGRANTEE ten (10)
11 days' written notice setting forth the nature of SUB-
12 GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE
13 and its officers or responsible employees may have an
14 opportunity to meet with the County Administrative
15 Officer or PRIME SPONSOR or his designee for the purposes
16 of considering the need for and nature of corrective
17 action.
- 18 (c) An order for corrective action shall be in writing and
19 shall set forth specific directions for corrective action,
20 a detailed timetable for implementing the specific
21 directions for reporting to PRIME SPONSOR as to
22 implementation. The order shall be served on SUBGRANTEE.
- 23 (d) If SUBGRANTEE shall fail to implement an order for
24 corrective action, or if it shall fail to do so within
25 the timetable set for implementation, the County
26 Administrative Officer of the PRIME SPONSOR may recommend

1 that the Governing Body suspend payments hereunder or
2 terminate this SUBGRANT.

- 3 (e) If SUBGRANTEE shall fail to comply with the administrative
4 requirements of this SUBGRANT, such as those requiring
5 the timely submission of all periodic reports, and if
6 such failure shall not be suggestive of other apparent
7 misfeasance, malfeasance, or nonfeasance, the County
8 Administrative Officer shall be empowered, without con-
9 sultation with the Governing Body, to suspend or delay
10 any and all payments under this SUBGRANT until such
11 failure is rectified.

12 13. Property

Micro Fiched

- 13 (a) Any property acquired by SUBGRANTEE pursuant to this
14 Agreement shall be governed by the provisions of
15 Attachment N of OMB Circular No. A-102 and SUBGRANTEE
16 shall be subject to the obligations of grantee set
17 forth therein, and as between PRIME SPONSOR and SUB-
18 GRANTEE, PRIME SPONSOR shall have all the rights of
19 grantee agency set forth therein. Generally it is
20 expected that grant property will be retained and used
21 throughout its useful life in the grant program for
22 which it was acquired or if that program is terminated,
23 or if the property is no longer needed in the program,
24 in any other similar program of SUBGRANTEE, or PRIME
25 SPONSOR.
26 (b) The SUBGRANTEE'S Property Standards of Non-Expendable

1 Personal Property shall include the following procedural
2 requirements:

- 3 (1) Property records shall be maintained accurately and
4 provided for: A description of the property, manu-
5 facturer's serial number or other identification
6 number, acquisition data and cost, source of the
7 property, use and condition of property. Micro Fiched
8 (2) Physical inventory of property shall be taken and
9 the result reconciled with the property records
10 at least once a year to verify the existence,
11 current utilization, and continued need for property.
12 (3) Adequate maintenance procedures shall be implemented
13 to keep property in good condition.
14 (4) A control system shall be in effect to insure
15 adequate safeguards to prevent loss, damage, or
16 theft to property. Any loss, damage or theft of
17 non-expendable properties shall be investigated
18 and fully documented.

19 14. Contingent Fee

20 SUBGRANTEE warrants that no person, selling agency or other
21 organization has been employed or retained to solicit or
22 secure this agreement upon an agreement or understanding for
23 commission, percentage, brokerage, or contingency fee. For
24 breach or violation of this covenant the PRIME SPONSOR shall
25 have the right to annul this agreement without liability or,
26 at its discretion, to deduct from the compensation or otherwise

1 recover, the full amount of such commission, percentage,
2 brokerage, or contingency fee.

3 15. Laws

4 SUBGRANTEE shall comply with all the applicable laws, decisions,
5 statutes, regulations and ordinances of the United States,
6 the State of California, and local governments. Micro Fiched

7 16. Rights

8 SUBGRANTEE agrees to and does hereby grant to the Federal
9 Government a royalty-free, non-exclusive and irrevocable
10 license throughout the world of government purposes to publish,
11 translate, reproduce, and otherwise use and dispose of, and to
12 authorize others to do so, all data, including reports,
13 patents, copyrights, drawings, blueprints, and technical
14 information resulting from the performance of the work under
15 this SUBGRANT. SUBGRANTEE will not include copyrighted
16 matter in the material furnished under this agreement without
17 written permission from the copyright owner. The SUBGRANTEE
18 further agrees that in the performance of this SUBGRANT no
19 person having interest that would conflict with the performance
20 of this SUBGRANT shall be employed.

21 17. Right to Reuse

22 If, under the provisions of this SUBGRANT, SUBGRANTEE develops
23 any systems analysis products, models, electronic data
24 processing systems, software and related services, SUBGRANTEE
25 agrees that the methods, materials, logic, and systems
26 developed pursuant to this SUBGRANT shall be the property of

PRIME SPONSOR, and be used as PRIME SPONSOR sees fit,
including the right to reuse and publish the same without
limitation.

18. Personnel

- (a) SUBGRANTEE represents that he has, or will secure at his own expense, all personnel required in performing the services under this SUBGRANT. Such personnel shall not be employees of or have any contractual relationship with PRIME SPONSOR. Micro Fiched
- (b) All of the services hereunder will be performed by SUBGRANTEE or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- (c) None of the work or services covered by this SUBGRANT shall be subcontracted without the prior written approval of PRIME SPONSOR.
- (d) SUBGRANTEE may not terminate, layoff, or reduce the working hours of an employee in anticipation of hiring an individual with funds available under Title VI. In addition, no participant shall be used to fill positions or provide services normally provided by temporary, part-time, or seasonal workers or contracted out, or to fill full-time vacancies. SUBGRANTEE shall not hire any person into any job funded under Title VI when any other person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

Micro Fiched

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

21. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

///

1 25. Nepotism

2 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall
3 hire, or cause or allow to be hired, a person into an
4 administrative capacity, staff position or public service
5 employment position funded under CETA, if a member of his or
6 her immediate family is employed in an administrative capacity
7 for the PRIME SPONSOR, SUBGRANTEE or any employing contractor.
8 However, where a state or local statute regarding nepotism
9 exists which is more restrictive than the policy, the eligible
10 applicant should follow the State or local statute in lieu of
11 the policy.

Micro Fiched

- 12 (a) The term "member of the immediate family" includes: wife,
13 husband, son, daughter, mother, father, brother,
14 brother-in-law, sister, sister-in-law, father-in-law,
15 mother-in-law, aunt, uncle, neice, nephew, step-parent,
16 and step-child.
- 17 (b) The term "Administrative capacity" includes those persons
18 who have overall administrative responsibility for a
19 program, including all elected and appointed officials
20 who have any responsibility for the obtaining of and/or
21 approval of any grant funded under the Act, such as
22 members of the PRIME SPONSOR Planning Council, other
23 officials who have an influence or control over the
24 administration of the program, as set forth in 29 CFR §
25 98.22(b)(3).
- 26 (c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

Micro Fiched

27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

Micro Fiched

29. Insurance

SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT

No. 78-409.

COUNTY OF YOLO, PRIME SPONSOR

Arthur H. Edwards
(Signature of Authorized Officer)

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

Micro Fiched

Yolo County Superintendent of Schools
(Legal Name of SUBGRANTEE)

Jack S. Pott
(Signature of Authorized Officer)

January 2 1979

Superintendent
(Title of Authorized Officer)

(Corporate Seal)

///

///

///

///

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

- a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and
- b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

Micro Fiched

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

- a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

- b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

- c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)). Micro Fiched

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

Micro Fiched

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

Micro Fiched

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

B. Additional Assurances for Title I Programs

Micro Fiched

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

Micro Fiched

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c) (4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate exceeds except where exempt under section 604 of the Act (sections 205(c) (6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c) (7)).

Micro Fiched

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c) (8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c) (9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c) (17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c) (18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c) (19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)). Micro Fiched

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

Micro Fiched

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

Micro Fiched

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR


Arthur H. Chronicle
(Signature of Authorized Officer)

Micro Fiched

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

Yolo County Superintendent of Schools
(Legal Name of Subgrantee)

January 2 1979

Earl J. Pette
(Signature of Authorized Officer)

Superintendent
(Title of Authorized Officer)

POSITION LISTING

TITLE II

YOLO COUNTY SUPERINTENDENT OF SCHOOLS

Micro Fiched

	<u>Positions</u>	<u>Salary</u> <u>1-1-79 to 3-31-79</u>	<u>Benefits</u>	<u>Total</u>
One	Account Clerk/Payroll	\$ 2,067	\$ 495	\$ 2,562
One	Custodian Trainee	2,145	735	2,880
One	Instructional Aid	1,524	561	2,085
Three	Outreach Workers	6,939	1,665	8,604
One	Program Clerk	2,499	801	3,300
<u>Two</u>	<u>Typist-Clerks</u>	<u>3,930</u>	<u>1,401</u>	<u>5,331</u>
Nine	Total	<u>\$ 19,104</u>	<u>\$5,658</u>	<u>\$ 24,762</u>

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE II OPERATING BUDGET

☒ ORIGINAL ☐ REVISION NO. _____

DATE December 19, 1978

Subgrantee Name and Address:

Contact Person _____

County Office of Education _____

Phone 666-8424 Contract No. _____

500 First Street _____

Period: From 1-1-79 To 3-31-79

Woodland, CA 95695 _____

Program Name P.S.E. Title II

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.			8254					8254
FEB.			8254					8254
MAR.			8254					8254
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL			24,762					24,762

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.			6368	1886			8254
FEB.			6368	1886			8254
MAR.			6368	1886			8254
APR.							
MAY							
JUNE							
JULY							
AUG.							
SEPT.							
TOTAL			19,104	5650			24,762

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Jack Potter County Superintendent
Name and Title of Authorized Official

Richard Boyer 12-26-78
Accountant Date

Jack F. Potter 1-2-79
Signature Date

Lawrence L. Phillips 12-26-78
Principal Administrative Analyst Date

COUNTY OF YOLO

Subgrant Signature Sheet

Title IIAgreement/
Subgrant No. 73-410

Grantor (PRIME SPONSOR)

COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee

Yolo Family Service Agency

Micro Fiched

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and Yolo Family Service Agency hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

Program

Yolo Family Service Agency

JAN 24 1979

Address

PETER McNAMEE, Clerk

327 College Street, Suite 103

By Peter McNamee

City

Phone

Woodland, CA 95695

662-2211

Program Director

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on January 1, 1979The term of the SUBGRANT shall end on March 31, 1979The total amount of the SUBGRANT is \$1,752

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

X By Signature

Name and Title

Date

Name and Title

Date

Peter Cahn

Treasurer, Board of Directors

ARTHUR H. EDMONDS, Chairman
Yolo County Board of Supervisors

DEC 26 1978

Type name and Title of Authorized Officer

SUBGRANT
COUNTY OF YOLO

This SUBGRANT dated this 1st day of January,
1979, by and between the County of Yolo, a political subdivision,
hereinafter called Prime Sponsor or County, and the Yolo Family
Service Agency hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Micro Fiched

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 98 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9)).

- (e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and Micro Fiched
- (f) Making maximum efforts to achieve the provisions of the plan.

2. Yolo Family Service Agency is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Assurances and Certification.
- (d) Position Listing
- (e) Line Item Budget
- (f)
- (g)
- (h)
- (i)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

Micro Fiched

The term of this SUBGRANT shall begin January 1, 1979, and shall end March 31, 1979, as set forth in the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of \$ 1.752, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this subgrant during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR,

1 or his designee, shall review that claim, may review
2 the records, books of account, trial balance and
3 vouchers of SUBGRANTEE, and shall approve the claim
4 to the extent that SUBGRANTEE has incurred reasonable
5 and necessary costs pursuant to this subgrant,
6 including the Budget Schedules attached hereto.

7 (3) To the extent permitted by the Federal Government,
8 the County Administrative Officer or his designee
9 may approve in advance of working capital to SUB-
10 GRANTEE. Each advance of working capital shall be
11 made on application in writing by SUBGRANTEE. Each
12 approval shall be in writing and shall set forth
13 the terms for repayment. Repayment shall be offset
14 against amounts payable on monthly claims. The
15 terms of repayment may be modified by written order
16 of the County Administrative Officer or his designee.
17 Upon termination of this subgrant any unpaid advances
18 shall be offset against any remaining payments to
19 SUBGRANTEE. Any advances exceeding remaining pay-
20 ments shall be repaid to PRIME SPONSOR immediately.

21 (c) Reasonable and necessary costs shall be determined by
22 PRIME SPONSOR in accordance with the requirements of the
23 United States Department of Labor and the United States
24 OMB, Circulars A-87 and A-102, and any additional
25 requirements or procedures established by PRIME SPONSOR.

26 (d) It is expressly understood by PRIME SPONSOR and

1 SUBGRANTEE that PRIME SPONSOR has made applications to the
2 United States Department of Labor for a grant of funds
3 under the Comprehensive Employment and Training Act of
4 1973, as amended, for the purpose of funding services
5 under this contract and that PRIME SPONSOR is not
6 obligated to provide funds to SUBGRANTEE and SUBGRANTEE
7 is not obligated to provide services under the contract
8 until such funds are available to PRIME SPONSOR by the
9 Department of Labor. Micro Fiched

- 10 (e) Approved claims shall be paid only from funds granted to
11 PRIME SPONSOR by the U. S. Department of Labor.

12 5. Records, Audit, Inspection

13 (a) Establishment and Maintenance of Records

14 The SUBGRANTEE shall maintain records, including but not
15 limited to books, financial records, supporting docu-
16 ments, statistical records, personnel, property and all
17 other pertinent records sufficient to reflect properly,
18 (a) all direct and indirect costs whatsoever nature
19 claimed to have been incurred and anticipated to be con-
20 current to perform this contract, and (b) all other
21 matters covered by this SUBGRANT for which the mainten-
22 ance and retention of records is required by law,
23 including but not limited to U.S. OMB Circulars No.
24 A-87 and No. A-102, and regulations of the U.S. Department
25 of Labor, including but not limited to 29 CFR § 98.18.
26 The obligation to maintain and preserve records shall not

1 be diminished by any instructions or advice given by
2 PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable
3 written reports to PRIME SPONSOR.

4 (b) Preservation of Records

5 SUBGRANTEE shall preserve and make available its records
6 related to this SUBGRANT (a) until the expiration of
7 three (3) years from the date of final payment to
8 SUBGRANTEE under this SUBGRANT (b) for such longer period,
9 if any, as required by applicable law. Micro Fiched

10 If this SUBGRANT is terminated, the records
11 relating to this SUBGRANT shall be preserved
12 and made available for a period of three (3)
13 years from the date of any resulting final
14 settlement.

15 (c) Accounting by SUBGRANTEE

16 SUBGRANTEE shall establish and maintain at all times, on
17 a current basis in conjunction with the Program, an
18 adequate accrued accounting system covering all costs,
19 items and expenditures with respect to the Program, in
20 accordance with generally accepted accounting principles
21 and standards, and in accordance with requirements of the
22 Federal Government and any PRIME SPONSOR requirements as
23 set forth in the SUBGRANTEES' Fiscal Activities Manual.

24 (d) Examination of Records and Facilities

25 At any time during normal business hours, PRIME SPONSOR
26 or duly authorized representative thereof, shall until

1 expiration of three (3) years after final payment under
2 this SUBGRANT have access to and the right to examine its
3 offices, and facilities engaged in performance of this
4 SUBGRANT and all its records with respect to all matters
5 covered by this SUBGRANT, including the right to audit,
6 examine and make excerpts of transcripts and from such
7 records to make audit of all contracts and subcontracts,
8 invoices, payrolls, records or personnel conditions of
9 employment, material and all other data relating to
10 matters covered by the SUBGRANT.

Micro Fiched

11 (e) Documentation of Cost

12 All cost shall be supported by properly executed payrolls,
13 time records, invoices, contracts, or vouchers or other
14 official documentation evidencing in proper detail the
15 nature of propriety of the charge. All checks, payrolls,
16 accounting documents, pertaining in whole or part of this
17 contract shall be clearly identified and readily
18 accessible.

19 6. Suspension of Disallowance of Payments

20 PRIME SPONSOR may at any time elect to offset against, suspend,
21 or disallow payment to SUBGRANTEE in whole or part or to de-
22 mand repayment under this agreement in the event of any of the
23 following occurrences, to wit:

- 24 (a) If SUBGRANTEE (with knowledge) shall have made any mis-
25 representation of any nature with respect to any
26 information or data furnished to PRIME SPONSOR in

connection with Program.

- (b) If SUBGRANTEE is in default under any provisions of this agreement.
- (c) If SUBGRANTEE maintains a pattern of discrimination.
- (d) If SUBGRANTEE incurs unreasonable administrative costs in the conduct of activities and program.
- (e) If the SUBGRANTEE fails to comply with any other terms and conditions of this SUBGRANT.
- (f) If SUBGRANTEE submits to PRIME SPONSOR any reports which are incorrect or incomplete in any material respect.

7. Termination of SUBGRANT

Micro Fiched

(a) With Cause

PRIME SPONSOR may terminate the SUBGRANT in the following instances by giving written notice to the SUBGRANTEE at least five (5) days prior to the effective termination date stated in the notice:

- (1) If through any cause SUBGRANTEE shall fail to fulfill in timely and proper manner its obligations under this Agreement.
- (2) If SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement.
- (3) If the grant from the U. S. Department of Labor under which this Agreement is made is terminated.
- (4) If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied

1 by the U. S. Department of Labor to the grant under
2 which this Agreement is made. SUBGRANTEE shall not
3 be relieved of liability to PRIME SPONSOR for
4 damages sustained by PRIME SPONSOR by virtue of
5 any breach of the Agreement by SUBGRANTEE and PRIME
6 SPONSOR may withhold any reimbursement to SUBGRANTEE
7 for the purposes of setoff until such time as the
8 exact amount of damages due PRIME SPONSOR from
9 SUBGRANTEE is agreed upon or otherwise determined.

10 (b) Without Cause

Micro Fiches

11 PRIME SPONSOR may terminate this SUBGRANT at any time by
12 giving written notice to SUBGRANTEE of such termination
13 and specifying the effective date thereof, at least 30
14 days before the effective date of such termination. If
15 the SUBGRANT is terminated by PRIME SPONSOR as provided
16 herein, SUBGRANTEE will be paid an amount which the same
17 ratio to the total compensation as the services actually
18 performed bear to the total services of SUBGRANTEE
19 covered by this SUBGRANT, less payments of compensation
20 previously made.

21 8. Severability of Provisions

22 If any provisions of this SUBGRANT are held invalid, the re-
23 mainder of this SUBGRANT shall not be affected thereby, in
24 such remainder would then continue to conform to terms and
25 requirements of applicable law.

26 ///

1 9. Exculpatory Clause

2 SUBGRANTEE shall indemnify and hold harmless and defend PRIME
3 SPONSOR, its officers, employees and agents from and against
4 all claims, losses, liabilities, or damages, including attorney
5 fees, arising out of or resulting from the performance of this
6 Agreement, caused in whole or in part by any negligent act or
7 omission of SUBGRANTEE or anyone directly or indirectly
8 employed by SUBGRANTEE, regardless of whether or not it is
9 caused in part by a party indemnified hereunder. Micro Fiched

10 10. Legal Relationship

11 (a) It is herein understood and agreed that SUBGRANTEE is an
12 independent contractor and that no relationship of
13 employer-employee exists between the parties hereto.
14 That SUBGRANTEE shall not be entitled to any benefits
15 available to employees of PRIME SPONSOR. That PRIME
16 SPONSOR is not required to make any deductions from the
17 compensation payable to SUBGRANTEE under the provisions
18 of this Agreement; that as an independent contractor,
19 SUBGRANTEE thereby holds PRIME SPONSOR harmless from any
20 and all claims that may be made against PRIME SPONSOR
21 based upon any contention by any third party that an
22 employer-employee relationship exists by reason of this
23 Agreement.

24 (b) It is further understood and agreed by the parties hereto
25 that SUBGRANTEE in the performance of its obligations
26 hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

Micro Fiched

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

1 budget category for the term of this program and shall explain
2 in detail the reasons for such excess.

3 12. Procedures for Corrective Action

4 (a) Whenever the County Administrative Officer of PRIME
5 SPONSOR determines in the manner set forth herein that
6 SUBGRANTEE has failed to comply with any provision of
7 this SUBGRANT, the County Administraive Officer may
8 order corrective action. Micro Fiched

9 (b) Before making such an order, the County Administrative
10 Officer or his designee shall give SUBGRANTEE ten (10)
11 days' written notice setting forth the nature of SUB-
12 GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE
13 and its officers or responsible employees may have an
14 opportunity to meet with the County Administrative
15 Officer or PRIME SPONSOR or his designee for the purposes
16 of considering the need for and nature of corrective
17 action.

18 (c) An order for corrective action shall be in writing and
19 shall set forth specific directions for corrective action,
20 a detailed timetable for implementing the specific
21 directions for reporting to PRIME SPONSOR as to
22 implementation. The order shall be served on SUBGRANTEE.

23 (d) If SUBGRANTEE shall fail to implement an order for
24 corrective action, or if it shall fail to do so within
25 the timetable set for implementation, the County
26 Administrative Officer of the PRIME SPONSOR may recommend

1 that the Governing Body suspend payments hereunder or
2 terminate this SUBGRANT.

- 3 (e) If SUBGRANTEE shall fail to comply with the administrative
4 requirements of this SUBGRANT, such as those requiring
5 the timely submission of all periodic reports, and if
6 such failure shall not be suggestive of other apparent
7 misfeasance, malfeasance, or nonfeasance, the County
8 Administrative Officer shall be empowered, without con-
9 sultation with the Governing Body, to suspend or delay
10 any and all payments under this SUBGRANT until such
11 failure is rectified.

12 13. Property

Micro Fiched

- 13 (a) Any property acquired by SUBGRANTEE pursuant to this
14 Agreement shall be governed by the provisions of
15 Attachment N of OMB Circular No. A-102 and SUBGRANTEE
16 shall be subject to the obligations of grantee set
17 forth therein, and as between PRIME SPONSOR and SUB-
18 GRANTEE, PRIME SPONSOR shall have all the rights of
19 grantee agency set forth therein. Generally it is
20 expected that grant property will be retained and used
21 throughout its useful life in the grant program for
22 which it was acquired or if that program is terminated,
23 or if the property is no longer needed in the program,
24 in any other similar program of SUBGRANTEE, or PRIME
25 SPONSOR.

- 26 (b) The SUBGRANTEE'S Property Standards of Non-Expendable

1 Personal Property shall include the following procedural
2 requirements:

- 3 (1) Property records shall be maintained accurately and
4 provided for: A description of the property, manu-
5 facturer's serial number or other identification
6 number, acquisition data and cost, source of the
7 property, use and condition of property.
- 8 (2) Physical inventory of property shall be taken and
9 the result reconciled with the property records
10 at least once a year to verify the existence,
11 current utilization, and continued need for property.
- 12 (3) Adequate maintenance procedures shall be implemented
13 to keep property in good condition. Micro Fiched
- 14 (4) A control system shall be in effect to insure
15 adequate safeguards to prevent loss, damage, or
16 theft to property. Any loss, damage or theft of
17 non-expendable properties shall be investigated
18 and fully documented.

19 14. Contingent Fee

20 SUBGRANTEE warrants that no person, selling agency or other
21 organization has been employed or retained to solicit or
22 secure this agreement upon an agreement or understanding for
23 commission, percentage, brokerage, or contingency fee. For
24 breach or violation of this covenant the PRIME SPONSOR shall
25 have the right to annul this agreement without liability or,
26 at its discretion, to deduct from the compensation or otherwise

1 recover, the full amount of such commission, percentage,
2 brokerage, or contingency fee.

3 15. Laws

4 SUBGRANTEE shall comply with all the applicable laws, decisions,
5 statutes, regulations and ordinances of the United States,
6 the State of California, and local governments.

7 16. Rights

Micro Fiched

8 SUBGRANTEE agrees to and does hereby grant to the Federal
9 Government a royalty-free, non-exclusive and irrevocable
10 license throughout the world of government purposes to publish,
11 translate, reproduce, and otherwise use and dispose of, and to
12 authorize others to do so, all data, including reports,
13 patents, copyrights, drawings, blueprints, and technical
14 information resulting from the performance of the work under
15 this SUBGRANT. SUBGRANTEE will not include copyrighted
16 matter in the material furnished under this agreement without
17 written permission from the copyright owner. The SUBGRANTEE
18 further agrees that in the performance of this SUBGRANT no
19 person having interest that would conflict with the performance
20 of this SUBGRANT shall be employed.

21 17. Right to Reuse

22 If, under the provisions of this SUBGRANT, SUBGRANTEE develops
23 any systems analysis products, models, electronic data
24 processing systems, software and related services, SUBGRANTEE
25 agrees that the methods, materials, logic, and systems
26 developed pursuant to this SUBGRANT shall be the property of

1 PRIME SPONSOR, and be used as PRIME SPONSOR sees fit,
2 including the right to reuse and publish the same without
3 limitation.

4 18. Personnel

5 (a) SUBGRANTEE represents that he has, or will secure at his
6 own expense, all personnel required in performing the
7 services under this SUBGRANT. Such personnel shall not
8 be employees of or have any contractual relationship
9 with PRIME SPONSOR.

Micro Fiched

10 (b) All of the services hereunder will be performed by
11 SUBGRANTEE or under his/her supervision, and all personnel
12 engaged in the work shall be fully qualified and shall be
13 authorized under State and local law to perform such
14 services.

15 (c) None of the work or services covered by this SUBGRANT
16 shall be subcontracted without the prior written approval
17 of PRIME SPONSOR.

18 (d) SUBGRANTEE may not terminate, layoff, or reduce the
19 working hours of an employee in anticipation of hiring
20 an individual with funds available under Title VI. In
21 addition, no participant shall be used to fill positions
22 or provide services normally provided by temporary,
23 part-time, or seasonal workers or contracted out, or to
24 fill full-time vacancies. SUBGRANTEE shall not hire any
25 person into any job funded under Title VI when any other
26 person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

Micro Fiched

21. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

///

1 25. Nepotism

2 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall
3 hire, or cause or allow to be hired, a person into an
4 administrative capacity, staff position or public service
5 employment position funded under CETA, if a member of his or
6 her immediate family is employed in an administrative capacity
7 for the PRIME SPONSOR, SUBGRANTEE or any employing contractor.
8 However, where a state of local statute regarding nepotism
9 exists which is more restrictive than the policy, the eligible
10 applicant should follow the State of local statute in lieu of
11 the policy. Micro Fiched

12 (a) The term "member of the immediate family" includes: wife,
13 husband, son, daughter, mother, father, brother,
14 brother-in-law, sister, sister-in-law, father-in-law,
15 mother-in-law, aunt, uncle, neice, nephew, step-parent,
16 and step-child.

17 (b) The term "Administrative capacity" includes those persons
18 who have overall administrative responsibility for a
19 program, including all elected and appointed officials
20 who have any responsibility for the obtaining of and/or
21 approval of any grant funded under the Act, such as
22 members of the PRIME SPONSOR Planning Council, other
23 officials who have an influence or control over the
24 administration of the program, as set forth in 29 CFR §
25 98.22(b)(3).

26 (c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

Micro Fiched

27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

Micro Fiched

29. Insurance

SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT

No. 78-410.

COUNTY OF YOLO, PRIME SPONSOR

Arthur H. Edwards
(Signature of Authorized Officer)

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

Micro Fiched

Yolo Family Service Agency
(Legal Name of SUBGRANTEE)

Real
(Signature of Authorized Officer)

Real
Treasurer, Board of Director
(Title of Authorized Officer)

19
(Corporate Seal)

///
///
///
///

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

Micro Fiched

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

- d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).
- e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.
- f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.
- g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)). Micro Fiched
- h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 707(a)).
- i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).
- j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).
- k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).
- l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

Micro Fiched

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

Micro Fiched

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a) (1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

B. Additional Assurances for Title I Programs

Micro Fiched

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c) (4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate exceeds except where exempt under section 604 of the Act (sections 205(c) (6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c) (7)).

Micro Fished

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c) (8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c) (9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c) (17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c) (18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c) (19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c) (21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a) (1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c) (22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c) (23)).

Micro Fiched

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205 (c) (24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c) (24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals. Micro Fiched

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

Micro Fiched

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

Arthur H. Edmunds

(Signature of Authorized Officer)

Micro Fiched

Chairman, Yolo County Board of Supervisors

(Title of Authorized Officer)

Yolo Family Service Agency

(Legal Name of Subgrantee)

January 9 1979

J. C. C.

(Signature of Authorized Officer)

Treasurer, Board of Director

(Title of Authorized Officer)

POSITION LISTING

TITLE II

YOLO FAMILY SERVICE AGENCY

		Micro Fiched	
<u>Positions</u>	<u>Salary</u> <u>1-1-79 to 3-31-79</u>	<u>Benefits</u> <u>1-1-79 to 3-31-79</u>	<u>Total</u>
One Account Clerk	<u>\$ 1,575</u>	<u>\$ 177</u>	<u>\$ 1,752</u>

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE II OPERATING BUDGET

☒ ORIGINAL ☐ REVISION NO. _____

DATE December 19, 1979

Subgrantee Name and Address:

Contact Person _____

Yolo Family Service Agency

Phone 662-2211

Contract No. _____

327 College Street

Period: From 1-1-79 To 3-31-79

Woodland, CA 95695

Program Name P.S.F. Title II

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.			584					584
FEB.			584					584
MAR.			584					584
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL			1752					1752

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.			525	59			584
FEB.			525	59			584
MAR.			525	59			584
APR.							
MAY							
JUNE							
JULY							
AUG.							
SEPT.							
TOTAL			1575	177			1752

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT

For CETA Approval Only:

Name and Title of Authorized Official

Robert A. Byrum
Accountant

11-21-79
Date

Signature

1-8-79
Date

James P. McLaughlin
Principal Administrative Analyst

12-26-79
Date

Subgrant Signature Sheet

MAR 14 1979

RECEIVED
DEC 28 1978Agreement/
Subgrant No. 73-411

Title II

Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee

Yuba College - Woodland Center

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and Yuba College - Woodland Center hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

RECEIVED

FILED

Micro Fiched

Program

Yuba College - Woodland Center

MAR 27 1979

MAR 27 1979

Address

PETER McNAMEE, Clerk

PETER McNAMEE, Clerk

635 California Street

By *Robert J. Carey*

City

By Deputy

Phone

Woodland, CA 95695

666-4454

Program Director

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on January 1, 1979

The term of the SUBGRANT shall end on March 31, 1979

The total amount of the SUBGRANT is \$ 6,315

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

By Signature

Name and Title

Date

Name and Title

Date

Robert J. Carey

Asst. Superintendent for Business Services

ARTHUR H. EDMONDS, Chairman

Yolo County Board of Supervisors

DEC 28 1978

Type name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of January, 1979, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the Yuba College - Woodland Center hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Micro Fiched

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 98 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9)).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and

(f) Making maximum efforts to achieve the provisions of the plan. Micro Fiched

2. Yuba College - Woodland Center is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Assurances and Certification.
- (d) Position Listing
- (e) Line Item Budget
- (f)
- (g)
- (h)
- (i)

2. Program

SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the attachments listed above under Subgrant which are subject to all the terms, conditions, and assurances of this SUBGRANT.

3. Term

The term of this SUBGRANT shall begin January 1, 1979 and shall end March 31, 1979, as set forth in the Signature Sheet. Grant funds may not, without advance written approval by PRIME SPONSOR, be obligated before the beginning of the term or after the ending of the term.

4. Payment

Micro Fiched

PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following:

(a) Total Reimbursement shall not exceed the amount of \$ 6,315, as set forth on Signature Sheet.

(b) Payment of costs incurred in the performance of this contract shall be paid on the basis of an approved monthly claim as follows:

(1) Within ten (10) days following the completion of each calendar month SUBGRANTEE shall submit to PRIME SPONSOR a claim itemizing all expenditures made pursuant to this subgrant during the preceding month.

(2) The County Administrative Officer of PRIME SPONSOR,

1 or his designee, shall review that claim, may review
2 the records, books of account, trial balance and
3 vouchers of SUBGRANTEE, and shall approve the claim
4 to the extent that SUBGRANTEE has incurred reasonable
5 and necessary costs pursuant to this subgrant,
6 including the Budget Schedules attached hereto.

- 7 (3) To the extent permitted by the Federal Government,
8 the County Administrative Officer or his designee ^{Micro Fighed}
9 may approve in advance of working capital to SUB-
10 GRANTEE. Each advance of working capital shall be
11 made on application in writing by SUBGRANTEE. Each
12 approval shall be in writing and shall set forth
13 the terms for repayment. Repayment shall be offset
14 against amounts payable on monthly claims. The
15 terms of repayment may be modified by written order
16 of the County Administrative Officer or his designee.
17 Upon termination of this subgrant any unpaid advances
18 shall be offset against any remaining payments to
19 SUBGRANTEE. Any advances exceeding remaining pay-
20 ments shall be repaid to PRIME SPONSOR immediately.

- 21 (c) Reasonable and necessary costs shall be determined by
22 PRIME SPONSOR in accordance with the requirements of the
23 United States Department of Labor and the United States
24 OMB, Circulars A-87 and A-102, and any additional
25 requirements or procedures established by PRIME SPONSOR.

- 26 (d) It is expressly understood by PRIME SPONSOR and

1 SUBGRANTEE that PRIME SPONSOR has made applications to the
2 United States Department of Labor for a grant of funds
3 under the Comprehensive Employment and Training Act of
4 1973, as amended, for the purpose of funding services
5 under this contract and that PRIME SPONSOR is not
6 obligated to provide funds to SUBGRANTEE and SUBGRANTEE
7 is not obligated to provide services under the contract
8 until such funds are available to PRIME SPONSOR by the
9 Department of Labor.

10 (e) Approved claims shall be paid only from funds granted to
11 PRIME SPONSOR by the U. S. Department of Labor.

12 5. Records, Audit, Inspection

Micro Fiched

13 (a) Establishment and Maintenance of Records

14 The SUBGRANTEE shall maintain records, including but not
15 limited to books, financial records, supporting docu-
16 ments, statistical records, personnel, property and all
17 other pertinent records sufficient to reflect properly,

18 (a) all direct and indirect costs whatsoever nature
19 claimed to have been incurred and anticipated to be con-
20 current to perform this contract, and (b) all other
21 matters covered by this SUBGRANT for which the mainten-
22 ance and retention of records is required by law,
23 including but not limited to U.S. OMB Circulars No.
24 A-87 and No. A-102, and regulations of the U.S. Department
25 of Labor, including but not limited to 29 CFR & 98.18.
26 The obligation to maintain and preserve records shall not

1 be diminished by any instructions or advice given by
2 PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable
3 written reports to PRIME SPONSOR.

4 (b) Preservation of Records

5 SUBGRANTEE shall preserve and make available its records
6 related to this SUBGRANT (a) until the expiration of
7 three (3) years from the date of final payment to
8 SUBGRANTEE under this SUBGRANT (b) for such longer period,
9 if any, as required by applicable law. Micro Fiched

10 If this SUBGRANT is terminated, the records
11 relating to this SUBGRANT shall be preserved
12 and made available for a period of three (3)
13 years from the date of any resulting final
14 settlement.

15 (c) Accounting by SUBGRANTEE

16 SUBGRANTEE shall establish and maintain at all times, on
17 a current basis in conjunction with the Program, an
18 adequate accrued accounting system covering all costs,
19 items and expenditures with respect to the Program, in
20 accordance with generally accepted accounting principles
21 and standards, and in accordance with requirements of the
22 Federal Government and any PRIME SPONSOR requirements as
23 set forth in the SUBGRANTEES' Fiscal Activities Manual.

24 (d) Examination of Records and Facilities

25 At any time during normal business hours, PRIME SPONSOR
26 or duly authorized representative thereof, shall until

1 expiration of three (3) years after final payment under
2 this SUBGRANT have access to and the right to examine its
3 offices, and facilities engaged in performance of this
4 SUBGRANT and all its records with respect to all matters
5 covered by this SUBGRANT, including the right to audit,
6 examine and make excerpts of transcripts and from such
7 records to make audit of all contracts and subcontracts,
8 invoices, payrolls, records or personnel conditions of
9 employment, material and all other data relating to
10 matters covered by the SUBGRANT. Micro Fiched

11 (e) Documentation of Cost

12 All cost shall be supported by properly executed payrolls,
13 time records, invoices, contracts, or vouchers or other
14 official documentation evidencing in proper detail the
15 nature of propriety of the charge. All checks, payrolls,
16 accounting documents, pertaining in whole or part of this
17 contract shall be clearly identified and readily
18 accessible.

19 6. Suspension of Disallowance of Payments

20 PRIME SPONSOR may at any time elect to offset against, suspend,
21 or disallow payment to SUBGRANTEE in whole or part or to de-
22 mand repayment under this agreement in the event of any of the
23 following occurrences, to wit:

- 24 (a) If SUBGRANTEE (with knowledge) shall have made any mis-
25 representation of any nature with respect to any
26 information or data furnished to PRIME SPONSOR in

1 connection with Program.

- 2 (b) If SUBGRANTEE is in default under any provisions of this
3 agreement.
- 4 (c) If SUBGRANTEE maintains a pattern of discrimination.
- 5 (d) If SUBGRANTEE incurs unreasonable administrative costs
6 in the conduct of activities and program.
- 7 (e) If the SUBGRANTEE fails to comply with any other terms
8 and conditions of this SUBGRANT.
- 9 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports
10 which are incorrect or incomplete in any material
11 respect.

12 7. Termination of SUBGRANT

Micro Fiched

13 (a) With Cause

14 PRIME SPONSOR may terminate the SUBGRANT in the following
15 instances by giving written notice to the SUBGRANTEE at
16 least five (5) days prior to the effective termination
17 date stated in the notice:

- 18 (1) If through any cause SUBGRANTEE shall fail to ful-
19 fill in timely and proper manner its obligations
20 under this Agreement.
- 21 (2) If SUBGRANTEE shall violate any of the covenants
22 or stipulations of this Agreement.
- 23 (3) If the grant from the U. S. Department of Labor
24 under which this Agreement is made is terminated.
- 25 (4) If SUBGRANTEE is unable or unwilling to comply with
26 such additional conditions as may be lawfully applied

1 by the U. S. Department of Labor to the grant under
2 which this Agreement is made. SUBGRANTEE shall not
3 be relieved of liability to PRIME SPONSOR for
4 damages sustained by PRIME SPONSOR by virtue of
5 any breach of the Agreement by SUBGRANTEE and PRIME
6 SPONSOR may withhold any reimbursement to SUBGRANTEE
7 for the purposes of setoff until such time as the
8 exact amount of damages due PRIME SPONSOR from
9 SUBGRANTEE is agreed upon or otherwise determined.

10 (b) Without Cause

Micro Fiched

11 PRIME SPONSOR may terminate this SUBGRANT at any time by
12 giving written notice to SUBGRANTEE of such termination
13 and specifying the effective date thereof, at least 30
14 days before the effective date of such termination. If
15 the SUBGRANT is terminated by PRIME SPONSOR as provided
16 herein, SUBGRANTEE will be paid an amount which the same
17 ratio to the total compensation as the services actually
18 performed bear to the total services of SUBGRANTEE
19 covered by this SUBGRANT, less payments of compensation
20 previously made.

21 8. Severability of Provisions

22 If any provisions of this SUBGRANT are held invalid, the re-
23 mainder of this SUBGRANT shall not be affected thereby, in
24 such remainder would then continue to conform to terms and
25 requirements of applicable law.

26 ///

1 9. Exculpatory Clause

2 SUBGRANTEE shall indemnify and hold harmless and defend PRIME
3 SPONSOR, its officers, employees and agents from and against
4 all claims, losses, liabilities, or damages, including attorney
5 fees, arising out of or resulting from the performance of this
6 Agreement, caused in whole or in part by any negligent act or
7 omission of SUBGRANTEE or anyone directly or indirectly
8 employed by SUBGRANTEE, regardless of whether or not it is
9 caused in part by a party indemnified hereunder. Micro Fiched

10 10. Legal Relationship

11 (a) It is herein understood and agreed that SUBGRANTEE is an
12 independent contractor and that no relationship of
13 employer-employee exists between the parties hereto.
14 That SUBGRANTEE shall not be entitled to any benefits
15 available to employees of PRIME SPONSOR. That PRIME
16 SPONSOR is not required to make any deductions from the
17 compensation payable to SUBGRANTEE under the provisions
18 of this Agreement; that as an independent contractor,
19 SUBGRANTEE thereby holds PRIME SPONSOR harmless from any
20 and all claims that may be made against PRIME SPONSOR
21 based upon any contention by any third party that an
22 employer-employee relationship exists by reason of this
23 Agreement.

24 (b) It is further understood and agreed by the parties hereto
25 that SUBGRANTEE in the performance of its obligations
26 hereunder is subject to the control or direction of PRIME

1 SPONSOR merely as to the result to be accomplished by the
2 services herein agreed to be rendered and performed and
3 not as to the means and methods for accomplishing the
4 result.

- 5 (c) If, in the performance of this Agreement, any third
6 persons are employed as employees of SUBGRANTEE, such
7 persons shall be employed by and shall be entirely and
8 exclusively under direction, supervision and control of
9 Agreement nor any Agreement pursuant hereto shall
10 obligate the Federal Government to enter into any
11 Agreement with SUBGRANTEE or any other entity for Federal
12 financial assistance in connection with this Agreement;
13 or for the planning or undertaking of any work element
14 not included in this Agreement. Any such agreement will
15 be entered into at the sole discretion of the Federal
16 Government.

Micro Fiched

17 11. Monthly Report

18 SUBGRANTEE shall be responsible for filing monthly reports
19 with PRIME SPONSOR. Each report shall be made on forms
20 approved by PRIME SPONSOR and shall contain all data and
21 information concerning both quality and quantity of program
22 performance required by PRIME SPONSOR. Each report shall set
23 forth the extent to which the Program Performance Goals have
24 been met and shall explain in detail the reasons any such
25 plans have not been met. Each report shall set forth the
26 extent expenditures exceed a prorata portion of the entire

1 budget category for the term of this program and shall explain
2 in detail the reasons for such excess.

3 12. Procedures for Corrective Action

- 4 (a) Whenever the County Administrative Officer of PRIME
5 SPONSOR determines in the manner set forth herein that
6 SUBGRANTEE has failed to comply with any provision of
7 this SUBGRANT, the County Administrative Officer may
8 order corrective action. Micro Fiched
- 9 (b) Before making such an order, the County Administrative
10 Officer or his designee shall give SUBGRANTEE ten (10)
11 days' written notice setting forth the nature of SUB-
12 GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE
13 and its officers or responsible employees may have an
14 opportunity to meet with the County Administrative
15 Officer or PRIME SPONSOR or his designee for the purposes
16 of considering the need for and nature of corrective
17 action.
- 18 (c) An order for corrective action shall be in writing and
19 shall set forth specific directions for corrective action,
20 a detailed timetable for implementing the specific
21 directions for reporting to PRIME SPONSOR as to
22 implementation. The order shall be served on SUBGRANTEE.
- 23 (d) If SUBGRANTEE shall fail to implement an order for
24 corrective action, or if it shall fail to do so within
25 the timetable set for implementation, the County
26 Administrative Officer of the PRIME SPONSOR may recommend

1 that the Governing Body suspend payments hereunder or
2 terminate this SUBGRANT.

- 3 (e) If SUBGRANTEE shall fail to comply with the administrative
4 requirements of this SUBGRANT, such as those requiring
5 the timely submission of all periodic reports, and if
6 such failure shall not be suggestive of other apparent
7 misfeasance, malfeasance, or nonfeasance, the County
8 Administrative Officer shall be empowered, without con-
9 sultation with the Governing Body, to suspend or delay
10 any and all payments under this SUBGRANT until such
11 failure is rectified.

Micro Fiched

12 13. Property

- 13 (a) Any property acquired by SUBGRANTEE pursuant to this
14 Agreement shall be governed by the provisions of
15 Attachment N of OMB Circular No. A-102 and SUBGRANTEE
16 shall be subject to the obligations of grantee set
17 forth therein, and as between PRIME SPONSOR and SUB-
18 GRANTEE, PRIME SPONSOR shall have all the rights of
19 grantee agency set forth therein. Generally it is
20 expected that grant property will be retained and used
21 throughout its useful life in the grant program for
22 which it was acquired or if that program is terminated,
23 or if the property is no longer needed in the program,
24 in any other similar program of SUBGRANTEE, or PRIME
25 SPONSOR.
- 26 (b) The SUBGRANTEE'S Property Standards of Non-Expendable

1 Personal Property shall include the following procedural
2 requirements:

- 3 (1) Property records shall be maintained accurately and
4 provided for: A description of the property, manu-
5 facturer's serial number or other identification
6 number, acquisition data and cost, source of the
7 property, use and condition of property.
- 8 (2) Physical inventory of property shall be taken and
9 the result reconciled with the property records
10 at least once a year to verify the existence,
11 current utilization, and continued need for property.
- 12 (3) Adequate maintenance procedures shall be implemented
13 to keep property in good condition. Micro Fiched
- 14 (4) A control system shall be in effect to insure
15 adequate safeguards to prevent loss, damage, or
16 theft to property. Any loss, damage or theft of
17 non-expendable properties shall be investigated
18 and fully documented.

19 14. Contingent Fee

20 SUBGRANTEE warrants that no person, selling agency or other
21 organization has been employed or retained to solicit or
22 secure this agreement upon an agreement or understanding for
23 commission, percentage, brokerage, or contingency fee. For
24 breach or violation of this covenant the PRIME SPONSOR shall
25 have the right to annul this agreement without liability or,
26 at its discretion, to deduct from the compensation or otherwise

1 recover, the full amount of such commission, percentage,
2 brokerage, or contingency fee.

3 15. Laws

4 SUBGRANTEE shall comply with all the applicable laws, decisions,
5 statutes, regulations and ordinances of the United States,
6 the State of California, and local governments.

Micro Fiched

7 16. Rights

8 SUBGRANTEE agrees to and does hereby grant to the Federal
9 Government a royalty-free, non-exclusive and irrevocable
10 license throughout the world of government purposes to publish,
11 translate, reproduce, and otherwise use and dispose of, and to
12 authorize others to do so, all data, including reports,
13 patents, copyrights, drawings, blueprints, and technical
14 information resulting from the performance of the work under
15 this SUBGRANT. SUBGRANTEE will not include copyrighted
16 matter in the material furnished under this agreement without
17 written permission from the copyright owner. The SUBGRANTEE
18 further agrees that in the performance of this SUBGRANT no
19 person having interest that would conflict with the performance
20 of this SUBGRANT shall be employed.

21 17. Right to Reuse

22 If, under the provisions of this SUBGRANT, SUBGRANTEE develops
23 any systems analysis products, models, electronic data
24 processing systems, software and related services, SUBGRANTEE
25 agrees that the methods, materials, logic, and systems
26 developed pursuant to this SUBGRANT shall be the property of

1 PRIME SPONSOR, and be used as PRIME SPONSOR sees fit,
2 including the right to reuse and publish the same without
3 limitation.

4 18. Personnel

- 5 (a) SUBGRANTEE represents that he has, or will secure at his
6 own expense, all personnel required in performing the
7 services under this SUBGRANT. Such personnel shall not
8 be employees of or have any contractual relationship
9 with PRIME SPONSOR. Micro Fiched
- 10 (b) All of the services hereunder will be performed by
11 SUBGRANTEE or under his/her supervision, and all personnel
12 engaged in the work shall be fully qualified and shall be
13 authorized under State and local law to perform such
14 services.
- 15 (c) None of the work or services covered by this SUBGRANT
16 shall be subcontracted without the prior written approval
17 of PRIME SPONSOR.
- 18 (d) SUBGRANTEE may not terminate, layoff, or reduce the
19 working hours of an employee in anticipation of hiring
20 an individual with funds available under Title VI. In
21 addition, no participant shall be used to fill positions
22 or provide services normally provided by temporary,
23 part-time, or seasonal workers or contracted out, or to
24 fill full-time vacancies. SUBGRANTEE shall not hire any
25 person into any job funded under Title VI when any other
26 person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

Micro Fiched

21. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

///

1 25. Nepotism

2 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall
3 hire, or cause or allow to be hired, a person into an
4 administrative capacity, staff position or public service
5 employment position funded under CETA, if a member of his or
6 her immediate family is employed in an administrative capacity
7 for the PRIME SPONSOR, SUBGRANTEE or any employing contractor.
8 However, where a state of local statute regarding nepotism
9 exists which is more restrictive than the policy, the eligible
10 applicant should follow the State of local statute in lieu of
11 the policy. Micro Fiched

12 (a) The term "member of the immediate family" includes: wife,
13 husband, son, daughter, mother, father, brother,
14 brother-in-law, sister, sister-in-law, father-in-law,
15 mother-in-law, aunt, uncle, neice, nephew, step-parent,
16 and step-child.

17 (b) The term "Administrative capacity" includes those persons
18 who have overall administrative responsibility for a
19 program, including all elected and appointed officials
20 who have any responsibility for the obtaining of and/or
21 approval of any grant funded under the Act, such as
22 members of the PRIME SPONSOR Planning Council, other
23 officials who have an influence or control over the
24 administration of the program, as set forth in 29 CFR §
25 98.22(b)(3).

26 (c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

Micro Fiched

27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

Micro Fiched

29. Insurance

SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT

No. 73-411.

COUNTY OF YOLO, PRIME SPONSOR

Arthur H. Edwards
(Signature of Authorized Officer)

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

Micro Fiched

Yuba College - Woodland Center
(Legal Name of SUBGRANTEE)

Robert J. Lacey
(Signature of Authorized Officer)

19
Asst. Superintendent for Business Services
(Title of Authorized Officer)

(Corporate Seal)

///

///

///

///

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

Micro Fiched

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a) (9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)). Micro Fiched

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e.; work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

Micro Fiched

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

Micro Filled

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

B. Additional Assurances for Title I Programs

Micro Fiched

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

Micro Fiches

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c) (4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate exceeds except where exempt under section 604 of the Act (sections 205(c) (6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged, in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c) (7)).

Micro Fiched

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c) (8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c) (9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c) (17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c) (18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c) (19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c) (21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a) (1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c) (22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c) (23)). Micro Fished

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205 (c) (24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c) (24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

Micro Fiched

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

Micro Fiched

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR.

Arthur H. Edwards
(Signature of Authorized Officer)

Micro Fiched

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

Yuba College - Woodland Center
(Legal Name of Subgrantee)

19

Robt. B. Brown
(Signature of Authorized Officer)

Asst. Superintendent for Business Services
(Title of Authorized Officer)

POSITION LISTING

TITLE II

YURA COLLEGE - WOODLAND CENTER

Micro Fiched

	<u>Positions</u>	<u>Salary</u> <u>1-1-79 to 3-31-79</u>	<u>Benefits</u>	<u>Total</u>
One	Instructional Assistant I/II	\$ 2,499	\$ 906	\$ 3,405
<u>One</u>	Secretary I/II	<u>2,082</u>	<u>828</u>	<u>2,910</u>
Two	Total	<u>\$ 4,581</u>	<u>\$ 1,734</u>	<u>\$ 6,315</u>

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
 Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE II OPERATING BUDGET

☒ ORIGINAL ☐ REVISION NO. _____

DATE December 19, 1978

Subgrantee Name and Address:

Contact Person _____

Yuba College - Woodland, Center

Phone 666-4454 Contract No. _____

635 California Street

Period: From 1-1-79 To 3-31-79

Woodland, CA 95695

Program Name P.S.E. Title II

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.			2105					2105
FEB.			2105					2105
MAR.			2105					2105
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL			6315					6315

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.			1527	578			2105
FEB.			1527	578			2105
MAR.			1527	578			2105
APR.							
MAY							
JUNE							
JULY							
AUG.							
SEPT.							
TOTAL			4581	1734			6315

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

Robert J. Carey
 Assistant Superintendent for Business Services

Name and Title of Authorized Official

For CETA Approval Only:

Robert A. Brown 12-26-78
 Accountant Date

Robert J. Carey
 Signature Date

Robert J. Carey 12-26-78
 Principal Administrative Analyst Date

COUNTY OF YOLO

Subgrant Signature Sheet

Title VIAgreement/
Subgrant No.78-412Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of CaliforniaSubgrantee
City of Winters

Micro Fiched

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and City of Winters hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

Program

JAN 24 1979

City of Winters

Address

PETER MCNAMEE, Clerk

By

Deputy

P. O. Box 457

City

Phone

Winters, CA 95694

795-4910

Program Director

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on January 1, 1979.The term of the SUBGRANT shall end on March 31, 1979.The total amount of the SUBGRANT is \$32,196 32,843.

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

X By Signature

Name and Title

Date

Name and Title

Date

Mike Jones
City ManagerARTHUR EDWARDS, Chairman
Yolo County Board of Supervisors

DEC 26 1978

Type name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of January, 1979, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the City of Winters hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Micro Fiched

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 98 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9)).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26;

and Micro Fiched

(f) Making maximum efforts to achieve the provisions of the plan.

2. City of Winters is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Assurances and Certification.
- (d) Position Listing
- (e) Line Item Budget
- (f)
- (g)
- (h)
- (i)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as
3 determined by PRIME SPONSOR perform the services described in
4 the attachments listed above under Subgrant which are subject
5 to all the terms, conditions, and assurances of this SUBGRANT.

6 3. Term

Micro Fiched

7 The term of this SUBGRANT shall begin January 1, 1979,
8 and shall end March 31, 1979, as set forth in the
9 Signature Sheet. Grant funds may not, without advance written
10 approval by PRIME SPONSOR, be obligated before the beginning
11 of the term or after the ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and
14 necessary costs incurred in the performance of this contract
15 in accordance with the following:

16 (a) Total Reimbursement shall not exceed the amount of
17 \$ 32,196, as set forth on Signature Sheet.

18 (b) Payment of costs incurred in the performance of this
19 contract shall be paid on the basis of an approved
20 monthly claim as follows:

21 (1) Within ten (10) days following the completion of
22 each calendar month SUBGRANTEE shall submit to
23 PRIME SPONSOR a claim itemizing all expenditures
24 made pursuant to this subgrant during the preceding
25 month.

26 (2) The County Administrative Officer of PRIME SPONSOR,

1 or his designee, shall review that claim, may review
2 the records, books of account, trial balance and
3 vouchers of SUBGRANTEE, and shall approve the claim
4 to the extent that SUBGRANTEE has incurred reasonable
5 and necessary costs pursuant to this subgrant,
6 including the Budget Schedules attached hereto. Micro Fichéd

7 (3) To the extent permitted by the Federal Government,
8 the County Administrative Officer or his designee
9 may approve in advance of working capital to SUB-
10 GRANTEE. Each advance of working capital shall be
11 made on application in writing by SUBGRANTEE. Each
12 approval shall be in writing and shall set forth
13 the terms for repayment. Repayment shall be offset
14 against amounts payable on monthly claims. The
15 terms of repayment may be modified by written order
16 of the County Administrative Officer or his designee.
17 Upon termination of this subgrant any unpaid advances
18 shall be offset against any remaining payments to
19 SUBGRANTEE. Any advances exceeding remaining pay-
20 ments shall be repaid to PRIME SPONSOR immediately.

21 (c) Reasonable and necessary costs shall be determined by
22 PRIME SPONSOR in accordance with the requirements of the
23 United States Department of Labor and the United States
24 OMB, Circulars A-87 and A-102, and any additional
25 requirements or procedures established by PRIME SPONSOR.

26 (d) It is expressly understood by PRIME SPONSOR and

1 SUBGRANTEE that PRIME SPONSOR has made applications to the
2 United States Department of Labor for a grant of funds
3 under the Comprehensive Employment and Training Act of
4 1973, as amended, for the purpose of funding services
5 under this contract and that PRIME SPONSOR is not
6 obligated to provide funds to SUBGRANTEE and SUBGRANTEE
7 is not obligated to provide services under the contract
8 until such funds are available to PRIME SPONSOR by the
9 Department of Labor.

Micro Fiched

- 10 (e) Approved claims shall be paid only from funds granted to
11 PRIME SPONSOR by the U. S. Department of Labor.

12 5. Records, Audit, Inspection

13 (a) Establishment and Maintenance of Records

14 The SUBGRANTEE shall maintain records, including but not
15 limited to books, financial records, supporting docu-
16 ments, statistical records, personnel, property and all
17 other pertinent records sufficient to reflect properly,

18 (a) all direct and indirect costs whatsoever nature
19 claimed to have been incurred and anticipated to be con-
20 current to perform this contract, and (b) all other
21 matters covered by this SUBGRANT for which the mainten-
22 ance and retention of records is required by law,
23 including but not limited to U.S. OMB Circulars No.
24 A-87 and No. A-102, and regulations of the U.S. Department
25 of Labor, including but not limited to 29 CFR & 98.18.
26 The obligation to maintain and preserve records shall not

1 be diminished by any instructions or advice given by
2 PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable
3 written reports to PRIME SPONSOR.

4 (b) Preservation of Records

5 SUBGRANTEE shall preserve and make available its records
6 related to this SUBGRANT (a) until the expiration of
7 three (3) years from the date of final payment to
8 SUBGRANTEE under this SUBGRANT (b) for such longer period,
9 if any, as required by applicable law. Micro Fiched

10 If this SUBGRANT is terminated, the records
11 relating to this SUBGRANT shall be preserved
12 and made available for a period of three (3)
13 years from the date of any resulting final
14 settlement.

15 (c) Accounting by SUBGRANTEE

16 SUBGRANTEE shall establish and maintain at all times, on
17 a current basis in conjunction with the Program, an
18 adequate accrued accounting system covering all costs,
19 items and expenditures with respect to the Program, in
20 accordance with generally accepted accounting principles
21 and standards, and in accordance with requirements of the
22 Federal Government and any PRIME SPONSOR requirements as
23 set forth in the SUBGRANTEES' Fiscal Activities Manual.

24 (d) Examination of Records and Facilities

25 At any time during normal business hours, PRIME SPONSOR
26 or duly authorized representative thereof, shall until

1 expiration of three (3) years after final payment under
2 this SUBGRANT have access to and the right to examine its
3 offices, and facilities engaged in performance of this
4 SUBGRANT and all its records with respect to all matters
5 covered by this SUBGRANT, including the right to audit,
6 examine and make excerpts of transcripts and from such
7 records to make audit of all contracts and subcontracts,
8 invoices, payrolls, records or personnel conditions of
9 employment, material and all other data relating to
10 matters covered by the SUBGRANT.

Micro Fiched

11 (e) Documentation of Cost

12 All cost shall be supported by properly executed payrolls,
13 time records, invoices, contracts, or vouchers or other
14 official documentation evidencing in proper detail the
15 nature of propriety of the charge. All checks, payrolls,
16 accounting documents, pertaining in whole or part of this
17 contract shall be clearly identified and readily
18 accessible.

19 6. Suspension of Disallowance of Payments

20 PRIME SPONSOR may at any time elect to offset against, suspend,
21 or disallow payment to SUBGRANTEE in whole or part or to de-
22 mand repayment under this agreement in the event of any of the
23 following occurrences, to wit:

- 24 (a) If SUBGRANTEE (with knowledge) shall have made any mis-
25 representation of any nature with respect to any
26 information or data furnished to PRIME SPONSOR in

1 connection with Program.

- 2 (b) If SUBGRANTEE is in default under any provisions of this
3 agreement.
- 4 (c) If SUBGRANTEE maintains a pattern of discrimination.
- 5 (d) If SUBGRANTEE incurs unreasonable administrative costs
6 in the conduct of activities and program.
- 7 (e) If the SUBGRANTEE fails to comply with any other terms
8 and conditions of this SUBGRANT.
- 9 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports
10 which are incorrect or incomplete in any material
11 respect.

Micro Fiched

12 7. Termination of SUBGRANT

13 (a) With Cause

14 PRIME SPONSOR may terminate the SUBGRANT in the following
15 instances by giving written notice to the SUBGRANTEE at
16 least five (5) days prior to the effective termination
17 date stated in the notice:

- 18 (1) If through any cause SUBGRANTEE shall fail to ful-
19 fill in timely and proper manner its obligations
20 under this Agreement.
- 21 (2) If SUBGRANTEE shall violate any of the covenants
22 or stipulations of this Agreement.
- 23 (3) If the grant from the U. S. Department of Labor
24 under which this Agreement is made is terminated.
- 25 (4) If SUBGRANTEE is unable or unwilling to comply with
26 such additional conditions as may be lawfully applied

1 by the U. S. Department of Labor to the grant under
2 which this Agreement is made. SUBGRANTEE shall not
3 be relieved of liability to PRIME SPONSOR for
4 damages sustained by PRIME SPONSOR by virtue of
5 any breach of the Agreement by SUBGRANTEE and PRIME
6 SPONSOR may withhold any reimbursement to SUBGRANTEE
7 for the purposes of setoff until such time as the
8 exact amount of damages due PRIME SPONSOR from
9 SUBGRANTEE is agreed upon or otherwise determined.

10 (b) Without Cause

Micro Fiched

11 PRIME SPONSOR may terminate this SUBGRANT at any time by
12 giving written notice to SUBGRANTEE of such termination
13 and specifying the effective date thereof, at least 30
14 days before the effective date of such termination. If
15 the SUBGRANT is terminated by PRIME SPONSOR as provided
16 herein, SUBGRANTEE will be paid an amount which the same
17 ratio to the total compensation as the services actually
18 performed bear to the total services of SUBGRANTEE
19 covered by this SUBGRANT, less payments of compensation
20 previously made.

21 8. Severability of Provisions

22 If any provisions of this SUBGRANT are held invalid, the re-
23 mainder of this SUBGRANT shall not be affected thereby, in
24 such remainder would then continue to conform to terms and
25 requirements of applicable law.

26 ///

1 9. Exculpatory Clause

2 SUBGRANTEE shall indemnify and hold harmless and defend PRIME
3 SPONSOR, its officers, employees and agents from and against
4 all claims, losses, liabilities, or damages, including attorney
5 fees, arising out of or resulting from the performance of this
6 Agreement, caused in whole or in part by any negligent act or
7 omission of SUBGRANTEE or anyone directly or indirectly
8 employed by SUBGRANTEE, regardless of whether or not it is
9 caused in part by a party indemnified hereunder. Micro Fiched

10 10. Legal Relationship

11 (a) It is herein understood and agreed that SUBGRANTEE is an
12 independent contractor and that no relationship of
13 employer-employee exists between the parties hereto.

14 That SUBGRANTEE shall not be entitled to any benefits
15 available to employees of PRIME SPONSOR. That PRIME
16 SPONSOR is not required to make any deductions from the
17 compensation payable to SUBGRANTEE under the provisions
18 of this Agreement; that as an independent contractor,
19 SUBGRANTEE thereby holds PRIME SPONSOR harmless from any
20 and all claims that may be made against PRIME SPONSOR
21 based upon any contention by any third party that an
22 employer-employee relationship exists by reason of this
23 Agreement.

24 (b) It is further understood and agreed by the parties hereto
25 that SUBGRANTEE in the performance of its obligations
26 hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

Micro Fiched

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

1 budget category for the term of this program and shall explain
2 in detail the reasons for such excess.

3 12. Procedures for Corrective Action

- 4 (a) Whenever the County Administrative Officer of PRIME
5 SPONSOR determines in the manner set forth herein that
6 SUBGRANTEE has failed to comply with any provision of
7 this SUBGRANT, the County Administraive Officer may
8 order corrective action. Micro Fiched
- 9 (b) Before making such an order, the County Administrative
10 Officer or his designee shall give SUBGRANTEE ten (10)
11 days' written notice setting forth the nature of SUB-
12 GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE
13 and its officers or responsible employees may have an
14 opportunity to meet with the County Administrative
15 Officer or PRIME SPONSOR or his designee for the purposes
16 of considering the need for and nature of corrective
17 action.
- 18 (c) An order for corrective action shall be in writing and
19 shall set forth specific directions for corrective action,
20 a detailed timetable for implementing the specific
21 directions for reporting to PRIME SPONSOR as to
22 implementation. The order shall be served on SUBGRANTEE.
- 23 (d) If SUBGRANTEE shall fail to implement an order for
24 corrective action, or if it shall fail to do so within
25 the timetable set for implementation, the County
26 Administrative Officer of the PRIME SPONSOR may recommend

1 that the Governing Body suspend payments hereunder or
2 terminate this SUBGRANT.

- 3 (e) If SUBGRANTEE shall fail to comply with the administrative
4 requirements of this SUBGRANT, such as those requiring
5 the timely submission of all periodic reports, and if
6 such failure shall not be suggestive of other apparent
7 misfeasance, malfeasance, or nonfeasance, the County
8 Administrative Officer shall be empowered, without con-
9 sultation with the Governing Body, to suspend or delay
10 any and all payments under this SUBGRANT until such
11 failure is rectified.

Micro Fiched

12 13. Property

- 13 (a) Any property acquired by SUBGRANTEE pursuant to this
14 Agreement shall be governed by the provisions of
15 Attachment N of OMB Circular No. A-102 and SUBGRANTEE
16 shall be subject to the obligations of grantee set
17 forth therein, and as between PRIME SPONSOR and SUB-
18 GRANTEE, PRIME SPONSOR shall have all the rights of
19 grantee agency set forth therein. Generally it is
20 expected that grant property will be retained and used
21 throughout its useful life in the grant program for
22 which it was acquired or if that program is terminated,
23 or if the property is no longer needed in the program,
24 in any other similar program of SUBGRANTEE, or PRIME
25 SPONSOR.
- 26 (b) The SUBGRANTEE'S Property Standards of Non-Expendable

1 Personal Property shall include the following procedural
2 requirements:

- 3 (1) Property records shall be maintained accurately and
4 provided for: A description of the property, manu-
5 facturer's serial number or other identification
6 number, acquisition data and cost, source of the
7 property, use and condition of property. Micro Fiched
8 (2) Physical inventory of property shall be taken and
9 the result reconciled with the property records
10 at least once a year to verify the existence,
11 current utilization, and continued need for property.
12 (3) Adequate maintenance procedures shall be implemented
13 to keep property in good condition.
14 (4) A control system shall be in effect to insure
15 adequate safeguards to prevent loss, damage, or
16 theft to property. Any loss, damage or theft of
17 non-expendable properties shall be investigated
18 and fully documented.

19 14. Contingent Fee

20 SUBGRANTEE warrants that no person, selling agency or other
21 organization has been employed or retained to solicit or
22 secure this agreement upon an agreement or understanding for
23 commission, percentage, brokerage, or contingency fee. For
24 breach or violation of this covenant the PRIME SPONSOR shall
25 have the right to annul this agreement without liability or,
26 at its discretion, to deduct from the compensation or otherwise

1 recover, the full amount of such commission, percentage,
2 brokerage, or contingency fee.

3 15. Laws

4 SUBGRANTEE shall comply with all the applicable laws, decisions,
5 statutes, regulations and ordinances of the United States,
6 the State of California, and local governments.

Micro Fished

7 16. Rights

8 SUBGRANTEE agrees to and does hereby grant to the Federal
9 Government a royalty-free, non-exclusive and irrevocable
10 license throughout the world of government purposes to publish,
11 translate, reproduce, and otherwise use and dispose of, and to
12 authorize others to do so, all data, including reports,
13 patents, copyrights, drawings, blueprints, and technical
14 information resulting from the performance of the work under
15 this SUBGRANT. SUBGRANTEE will not include copyrighted
16 matter in the material furnished under this agreement without
17 written permission from the copyright owner. The SUBGRANTEE
18 further agrees that in the performance of this SUBGRANT no
19 person having interest that would conflict with the performance
20 of this SUBGRANT shall be employed.

21 17. Right to Reuse

22 If, under the provisions of this SUBGRANT, SUBGRANTEE develops
23 any systems analysis products, models, electronic data
24 processing systems, software and related services, SUBGRANTEE
25 agrees that the methods, materials, logic, and systems
26 developed pursuant to this SUBGRANT shall be the property of

1 PRIME SPONSOR, and be used as PRIME SPONSOR sees fit,
2 including the right to reuse and publish the same without
3 limitation.

4 18. Personnel

5 (a) SUBGRANTEE represents that he has, or will secure at his
6 own expense, all personnel required in performing the
7 services under this SUBGRANT. Such personnel shall not
8 be employees of or have any contractual relationship
9 with PRIME SPONSOR. Micro Fiched

10 (b) All of the services hereunder will be performed by
11 SUBGRANTEE or under his/her supervision, and all personnel
12 engaged in the work shall be fully qualified and shall be
13 authorized under State and local law to perform such
14 services.

15 (c) None of the work or services covered by this SUBGRANT
16 shall be subcontracted without the prior written approval
17 of PRIME SPONSOR.

18 (d) SUBGRANTEE may not terminate, layoff, or reduce the
19 working hours of an employee in anticipation of hiring
20 an individual with funds available under Title VI. In
21 addition, no participant shall be used to fill positions
22 or provide services normally provided by temporary,
23 part-time, or seasonal workers or contracted out, or to
24 fill full-time vacancies. SUBGRANTEE shall not hire any
25 person into any job funded under Title VI when any other
26 person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

Micro Fiched

21. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

///

1 25. Nepotism

2 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall
3 hire, or cause or allow to be hired, a person into an
4 administrative capacity, staff position or public service
5 employment position funded under CETA, if a member of his or
6 her immediate family is employed in an administrative capacity
7 for the PRIME SPONSOR, SUBGRANTEE or any employing contractor.
8 However, where a state of local statute regarding nepotism
9 exists which is more restrictive than the policy, the eligible
10 applicant should follow the State of local statute in lieu of
11 the policy. Micro Fished

12 (a) The term "member of the immediate family" includes: wife,
13 husband, son, daughter, mother, father, brother,
14 brother-in-law, sister, sister-in-law, father-in-law,
15 mother-in-law, aunt, uncle, neice, nephew, step-parent,
16 and step-child.

17 (b) The term "Administrative capacity" includes those persons
18 who have overall administrative responsibility for a
19 program, including all elected and appointed officials
20 who have any responsibility for the obtaining of and/or
21 approval of any grant funded under the Act, such as
22 members of the PRIME SPONSOR Planning Council, other
23 officials who have an influence or control over the
24 administration of the program, as set forth in 29 CFR §
25 98.22(b)(3).

26 (c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

Micro Fiched

27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

Micro Fiched

29. Insurance

SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT

No. 78-412.

COUNTY OF YOLO, PRIME SPONSOR

* Arthur H. Schmidt
(Signature of Authorized Officer)

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

Micro Fiched

City of Winters
(Legal Name of SUBGRANTEE)

Michael J. [Signature]
(Signature of Authorized Officer)

1/10 19 77
City Manager
(Title of Authorized Officer)

(Corporate Seal)

///

///

///

///

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

Micro Fiched

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a) (9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)). Micro Fished

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

Micro Fished

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

Micro Fiched

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

Micro Fiched

B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

Micro Filled

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c) (4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate exceeds except where exempt under section 604 of the Act (sections 205(c) (6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c) (7)).

Micro Fiched

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c) (8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c) (9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c) (17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c) (18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c) (19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c) (21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a) (1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c) (22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c) (23)). Micro Fiched

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205 (c) (24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c) (24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

Micro Fiched

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(20)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

Micro Fiched

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

Arthur H. Edmunds
(Signature of Authorized Officer)

Micro Fiched

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

City of Winters
(Legal Name of Subgrantee)

1/10 19 77

[Signature]
(Signature of Authorized Officer)

City Manager
(Title of Authorized Officer)

POSITION LISTING

TITLE IV

CITY OF WINTERS

Micro Fiched

	<u>Positions</u>	Salary <u>1-1-79 to 3-31-79</u>	Benefits	<u>Total</u>
One	Administrative Assistant	\$ 2,499	\$ 720	\$ 3,219
One	Dispatcher-Clerk	2,256	1,026	3,282
Six	Public Worksmen	14,994	7,476	22,470
<u>One</u>	Typist-Clerk	<u>2,283</u>	<u>942</u>	<u>3,225</u>
Nine		<u>\$ 22,032</u>	<u>\$ 10,164</u>	<u>\$ 32,196</u>

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
 Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE VI OPERATING BUDGET

☒ ORIGINAL ☐ REVISION NO. _____

DATE December 19, 1978

Grantee Name and Address:

Contact Person _____

City of Winters _____

Phone 795-4910 Contract No. _____

City Hall, P. O. Box 457 _____

Period: From 1-1-79 To 3-31-79

Winters, CA 95616 _____

Program Name P.S.F. Title VI

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
ACT.								
NOV.								
DEC.								
JAN.			10,732					10,732
FEB.			10,732					10,732
MAR.			10,732					10,732
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL			32,196					32,196

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
ACT.							
NOV.							
DEC.							
JAN.			7344	3388			10,732
FEB.			7344	3388			10,732
MAR.			7344	3388			10,732
APR.							
MAY							
JUNE							
JULY							
AUG.							
SEPT.							
TOTAL			22,032	8,160			32,196

CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Name and Title of Authorized Official _____

Mark A. Boyer _____ 12-26-78
 Accountant Date

Signature _____ 11/26/79
 Date

James L. [Signature] _____ 12-26-78
 Principal Administrative Analyst Date

COUNTY OF YOLO

Subgrant Signature Sheet

Title VIAgreement/
Subgrant No. 78-413Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee

University of California, Davis

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and University of California, Davis hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program

University of California, Davis

Address

312 Mark Hall

City

Davis, CA 95616

Program Director

FILED

JAN 25 1979

PETER McNAMEE, Clerk
Deputy

Phone

752-7300

Micro Fiched

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on January 1, 1979The term of the SUBGRANT shall end on March 31, 1979The total amount of the SUBGRANT is \$ 77,448

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

X

By Signature

Name and Title

Date

Fredrick W. Hill
Associate Dean of Research

Name and Title

Date

ARTHUR H. EDMONDS, Chairman
Yolo County Board of Supervisors

DEC 26 1978

Type name and title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of January, 1979, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the University of California, Davis hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Micro Fiched

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 98 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

1 occupational development or upward mobility of every
2 participant (Secs. 101 and 703 (9)).

3 (e) Advising all participants of their rights and responsi-
4 bilities prior to entering the program and granting the
5 opportunity for an informal hearing as provided in §98.26;

6 and Micro Fighed

7 (f) Making maximum efforts to achieve the provisions of the
8 plan.

9 2. University of California, Davis is by virtue
10 of this agreement a SUBGRANTEE of County under CETA, within
11 the jurisdiction of County, and desires to operate a program
12 strictly in accordance with that statute and this SUBGRANT.

13 Agreements

14 1. Subgrant

15 This SUBGRANT sets forth the terms and conditions of a SUBGRANT
16 between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists
17 of the following:

18 (a) This SUBGRANT.

19 (b) Signature Sheet.

20 (c) Assurances and Certification.

21 (d) Position Listing

22 (e) Line Item Budget

23 (f)

24 (g)

25 (h)

26 (i)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as
3 determined by PRIME SPONSOR perform the services described in
4 the attachments listed above under Subgrant which are subject
5 to all the terms, conditions, and assurances of this SUBGRANT.

6 3. Term

Micro Fiched

7 The term of this SUBGRANT shall begin January 1, 1979,
8 and shall end March 31, 1979, as set forth in the
9 Signature Sheet. Grant funds may not, without advance written
10 approval by PRIME SPONSOR, be obligated before the beginning
11 of the term or after the ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and
14 necessary costs incurred in the performance of this contract
15 in accordance with the following:

16 (a) Total Reimbursement shall not exceed the amount of
17 \$ 77,448, as set forth on Signature Sheet.

18 (b) Payment of costs incurred in the performance of this
19 contract shall be paid on the basis of an approved
20 monthly claim as follows:

21 (1) Within ten (10) days following the completion of
22 each calendar month SUBGRANTEE shall submit to
23 PRIME SPONSOR a claim itemizing all expenditures
24 made pursuant to this subgrant during the preceding
25 month.

26 (2) The County Administrative Officer of PRIME SPONSOR,

1 or his designee, shall review that claim, may review
2 the records, books of account, trial balance and
3 vouchers of SUBGRANTEE, and shall approve the claim
4 to the extent that SUBGRANTEE has incurred reasonable
5 and necessary costs pursuant to this subgrant,
6 including the Budget Schedules attached hereto. ^{Micro Fiched}

7 (3) To the extent permitted by the Federal Government,
8 the County Administrative Officer or his designee
9 may approve in advance of working capital to SUB-
10 GRANTEE. Each advance of working capital shall be
11 made on application in writing by SUBGRANTEE. Each
12 approval shall be in writing and shall set forth
13 the terms for repayment. Repayment shall be offset
14 against amounts payable on monthly claims. The
15 terms of repayment may be modified by written order
16 of the County Administrative Officer or his designee.
17 Upon termination of this subgrant any unpaid advances
18 shall be offset against any remaining payments to
19 SUBGRANTEE. Any advances exceeding remaining pay-
20 ments shall be repaid to PRIME SPONSOR immediately.

21 (c) Reasonable and necessary costs shall be determined by
22 PRIME SPONSOR in accordance with the requirements of the
23 United States Department of Labor and the United States
24 OMB, Circulars A-87 and A-102, and any additional
25 requirements or procedures established by PRIME SPONSOR.

26 (d) It is expressly understood by PRIME SPONSOR and

1 SUBGRANTEE that PRIME SPONSOR has made applications to the
2 United States Department of Labor for a grant of funds
3 under the Comprehensive Employment and Training Act of
4 1973, as amended, for the purpose of funding services
5 under this contract and that PRIME SPONSOR is not
6 obligated to provide funds to SUBGRANTEE and SUBGRANTEE
7 is not obligated to provide services under the contract
8 until such funds are available to PRIME SPONSOR by the
9 Department of Labor. Micro Fiched

- 10 (e) Approved claims shall be paid only from funds granted to
11 PRIME SPONSOR by the U. S. Department of Labor.

12 5. Records, Audit, Inspection

13 (a) Establishment and Maintenance of Records

14 The SUBGRANTEE shall maintain records, including but not
15 limited to books, financial records, supporting docu-
16 ments, statistical records, personnel, property and all
17 other pertinent records sufficient to reflect properly,

18 (a) all direct and indirect costs whatsoever nature
19 claimed to have been incurred and anticipated to be con-
20 current to perform this contract, and (b) all other
21 matters covered by this SUBGRANT for which the mainten-
22 ance and retention of records is required by law,
23 including but not limited to U.S. OMB Circulars No.
24 A-87 and No. A-102, and regulations of the U.S. Department
25 of Labor, including but not limited to 29 CFR & 98.18.
26 The obligation to maintain and preserve records shall not

1 be diminished by any instructions or advice given by
2 PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable
3 written reports to PRIME SPONSOR.

4 (b) Preservation of Records

5 SUBGRANTEE shall preserve and make available its records
6 related to this SUBGRANT (a) until the expiration of
7 three (3) years from the date of final payment to
8 SUBGRANTEE under this SUBGRANT (b) for such longer period,
9 if any, as required by applicable law. Micro Fiched

10 If this SUBGRANT is terminated, the records
11 relating to this SUBGRANT shall be preserved
12 and made available for a period of three (3)
13 years from the date of any resulting final
14 settlement.

15 (c) Accounting by SUBGRANTEE

16 SUBGRANTEE shall establish and maintain at all times, on
17 a current basis in conjunction with the Program, an
18 adequate accrued accounting system covering all costs,
19 items and expenditures with respect to the Program, in
20 accordance with generally accepted accounting principles
21 and standards, and in accordance with requirements of the
22 Federal Government and any PRIME SPONSOR requirements as
23 set forth in the SUBGRANTEES' Fiscal Activities Manual.

24 (d) Examination of Records and Facilities

25 At any time during normal business hours, PRIME SPONSOR
26 or duly authorized representative thereof, shall until

1 expiration of three (3) years after final payment under
2 this SUBGRANT have access to and the right to examine its
3 offices, and facilities engaged in performance of this
4 SUBGRANT and all its records with respect to all matters
5 covered by this SUBGRANT, including the right to audit,
6 examine and make excerpts of transcripts and from such
7 records to make audit of all contracts and subcontracts,
8 invoices, payrolls, records or personnel conditions of
9 employment, material and all other data relating to
10 matters covered by the SUBGRANT.

Micro Fished

11 (e) Documentation of Cost

12 All cost shall be supported by properly executed payrolls,
13 time records, invoices, contracts, or vouchers or other
14 official documentation evidencing in proper detail the
15 nature of propriety of the charge. All checks, payrolls,
16 accounting documents, pertaining in whole or part of this
17 contract shall be clearly identified and readily
18 accessible.

19 6. Suspension of Disallowance of Payments

20 PRIME SPONSOR may at any time elect to offset against, suspend,
21 or disallow payment to SUBGRANTEE in whole or part or to de-
22 mand repayment under this agreement in the event of any of the
23 following occurrences, to wit:

- 24 (a) If SUBGRANTEE (with knowledge) shall have made any mis-
25 representation of any nature with respect to any
26 information or data furnished to PRIME SPONSOR in

1 connection with Program.

- 2 (b) If SUBGRANTEE is in default under any provisions of this
3 agreement.
- 4 (c) If SUBGRANTEE maintains a pattern of discrimination.
- 5 (d) If SUBGRANTEE incurs unreasonable administrative costs
6 in the conduct of activities and program.
- 7 (e) If the SUBGRANTEE fails to comply with any other terms
8 and conditions of this SUBGRANT. Micro Fiched
- 9 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports
10 which are incorrect or incomplete in any material
11 respect.

12 7. Termination of SUBGRANT

13 (a) With Cause

14 PRIME SPONSOR may terminate the SUBGRANT in the following
15 instances by giving written notice to the SUBGRANTEE at
16 least five (5) days prior to the effective termination
17 date stated in the notice:

- 18 (1) If through any cause SUBGRANTEE shall fail to ful-
19 fill in timely and proper manner its obligations
20 under this Agreement.
- 21 (2) If SUBGRANTEE shall violate any of the covenants
22 or stipulations of this Agreement.
- 23 (3) If the grant from the U. S. Department of Labor
24 under which this Agreement is made is terminated.
- 25 (4) If SUBGRANTEE is unable or unwilling to comply with
26 such additional conditions as may be lawfully applied

1 by the U. S. Department of Labor to the grant under
2 which this Agreement is made. SUBGRANTEE shall not
3 be relieved of liability to PRIME SPONSOR for
4 damages sustained by PRIME SPONSOR by virtue of
5 any breach of the Agreement by SUBGRANTEE and PRIME
6 SPONSOR may withhold any reimbursement to SUBGRANTEE
7 for the purposes of setoff until such time as the
8 exact amount of damages due PRIME SPONSOR from
9 SUBGRANTEE is agreed upon or otherwise determined.

10 (b) Without Cause

Micro Fished

11 PRIME SPONSOR may terminate this SUBGRANT at any time by
12 giving written notice to SUBGRANTEE of such termination
13 and specifying the effective date thereof, at least 30
14 days before the effective date of such termination. If
15 the SUBGRANT is terminated by PRIME SPONSOR as provided
16 herein, SUBGRANTEE will be paid an amount which the same
17 ratio to the total compensation as the services actually
18 performed bear to the total services of SUBGRANTEE
19 covered by this SUBGRANT, less payments of compensation
20 previously made.

21 8. Severability of Provisions

22 If any provisions of this SUBGRANT are held invalid, the re-
23 mainder of this SUBGRANT shall not be affected thereby, in
24 such remainder would then continue to conform to terms and
25 requirements of applicable law.

26 ///

1 9. Exculpatory Clause

2 SUBGRANTEE shall indemnify and hold harmless and defend PRIME
3 SPONSOR, its officers, employees and agents from and against
4 all claims, losses, liabilities, or damages, including attorney
5 fees, arising out of or resulting from the performance of this
6 Agreement, caused in whole or in part by any negligent act or
7 omission of SUBGRANTEE or anyone directly or indirectly
8 employed by SUBGRANTEE, regardless of whether or not it is
9 caused in part by a party indemnified hereunder. Micro Fished

10 10. Legal Relationship

- 11 (a) It is herein understood and agreed that SUBGRANTEE is an
12 independent contractor and that no relationship of
13 employer-employee exists between the parties hereto.
14 That SUBGRANTEE shall not be entitled to any benefits
15 available to employees of PRIME SPONSOR. That PRIME
16 SPONSOR is not required to make any deductions from the
17 compensation payable to SUBGRANTEE under the provisions
18 of this Agreement; that as an independent contractor,
19 SUBGRANTEE thereby holds PRIME SPONSOR harmless from any
20 and all claims that may be made against PRIME SPONSOR
21 based upon any contention by any third party that an
22 employer-employee relationship exists by reason of this
23 Agreement.
- 24 (b) It is further understood and agreed by the parties hereto
25 that SUBGRANTEE in the performance of its obligations
26 hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

Micro Fiched

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

1 budget category for the term of this program and shall explain
2 in detail the reasons for such excess.

3 12. Procedures for Corrective Action

- 4 (a) Whenever the County Administrative Officer of PRIME
5 SPONSOR determines in the manner set forth herein that
6 SUBGRANTEE has failed to comply with any provision of
7 this SUBGRANT, the County Administrative Officer may
8 order corrective action. Micro Fished
- 9 (b) Before making such an order, the County Administrative
10 Officer or his designee shall give SUBGRANTEE ten (10)
11 days' written notice setting forth the nature of SUB-
12 GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE
13 and its officers or responsible employees may have an
14 opportunity to meet with the County Administrative
15 Officer or PRIME SPONSOR or his designee for the purposes
16 of considering the need for and nature of corrective
17 action.
- 18 (c) An order for corrective action shall be in writing and
19 shall set forth specific directions for corrective action,
20 a detailed timetable for implementing the specific
21 directions for reporting to PRIME SPONSOR as to
22 implementation. The order shall be served on SUBGRANTEE.
- 23 (d) If SUBGRANTEE shall fail to implement an order for
24 corrective action, or if it shall fail to do so within
25 the timetable set for implementation, the County
26 Administrative Officer of the PRIME SPONSOR may recommend

1 that the Governing Body suspend payments hereunder or
2 terminate this SUBGRANT.

- 3 (e) If SUBGRANTEE shall fail to comply with the administrative
4 requirements of this SUBGRANT, such as those requiring
5 the timely submission of all periodic reports, and if
6 such failure shall not be suggestive of other apparent
7 misfeasance, malfeasance, or nonfeasance, the County
8 Administrative Officer shall be empowered, without con-
9 sultation with the Governing Body, to suspend or delay
10 any and all payments under this SUBGRANT until such
11 failure is rectified.

Micro Fished

12 13. Property

- 13 (a) Any property acquired by SUBGRANTEE pursuant to this
14 Agreement shall be governed by the provisions of
15 Attachment N of OMB Circular No. A-102 and SUBGRANTEE
16 shall be subject to the obligations of grantee set
17 forth therein, and as between PRIME SPONSOR and SUB-
18 GRANTEE, PRIME SPONSOR shall have all the rights of
19 grantee agency set forth therein. Generally it is
20 expected that grant property will be retained and used
21 throughout its useful life in the grant program for
22 which it was acquired or if that program is terminated,
23 or if the property is no longer needed in the program,
24 in any other similar program of SUBGRANTEE, or PRIME
25 SPONSOR.
- 26 (b) The SUBGRANTEE'S Property Standards of Non-Expendable

1 Personal Property shall include the following procedural
2 requirements:

- 3 (1) Property records shall be maintained accurately and
4 provided for: A description of the property, manu-
5 facturer's serial number or other identification
6 number, acquisition data and cost, source of the
7 property, use and condition of property. Micro Fished
8 (2) Physical inventory of property shall be taken and
9 the result reconciled with the property records
10 at least once a year to verify the existence,
11 current utilization, and continued need for property.
12 (3) Adequate maintenance procedures shall be implemented
13 to keep property in good condition.
14 (4) A control system shall be in effect to insure
15 adequate safeguards to prevent loss, damage, or
16 theft to property. Any loss, damage or theft of
17 non-expendable properties shall be investigated
18 and fully documented.

19 14. Contingent Fee

20 SUBGRANTEE warrants that no person, selling agency or other
21 organization has been employed or retained to solicit or
22 secure this agreement upon an agreement or understanding for
23 commission, percentage, brokerage, or contingency fee. For
24 breach or violation of this covenant the PRIME SPONSOR shall
25 have the right to annul this agreement without liability or,
26 at its discretion, to deduct from the compensation or otherwise

1 recover, the full amount of such commission, percentage,
2 brokerage, or contingency fee.

3 15. Laws

4 SUBGRANTEE shall comply with all the applicable laws, decisions,
5 statutes, regulations and ordinances of the United States,
6 the State of California, and local governments. Micro Fiched

7 16. Rights

8 SUBGRANTEE agrees to and does hereby grant to the Federal
9 Government a royalty-free, non-exclusive and irrevocable
10 license throughout the world of government purposes to publish,
11 translate, reproduce, and otherwise use and dispose of, and to
12 authorize others to do so, all data, including reports,
13 patents, copyrights, drawings, blueprints, and technical
14 information resulting from the performance of the work under
15 this SUBGRANT. SUBGRANTEE will not include copyrighted
16 matter in the material furnished under this agreement without
17 written permission from the copyright owner. The SUBGRANTEE
18 further agrees that in the performance of this SUBGRANT no
19 person having interest that would conflict with the performance
20 of this SUBGRANT shall be employed.

21 17. Right to Reuse

22 If, under the provisions of this SUBGRANT, SUBGRANTEE develops
23 any systems analysis products, models, electronic data
24 processing systems, software and related services, SUBGRANTEE
25 agrees that the methods, materials, logic, and systems
26 developed pursuant to this SUBGRANT shall be the property of

1 PRIME SPONSOR, and be used as PRIME SPONSOR sees fit,
2 including the right to reuse and publish the same without
3 limitation.

4 18. Personnel

- 5 (a) SUBGRANTEE represents that he has, or will secure at his
6 own expense, all personnel required in performing the
7 services under this SUBGRANT. Such personnel shall not
8 be employees of or have any contractual relationship
9 with PRIME SPONSOR. Micro Fiched
- 10 (b) All of the services hereunder will be performed by
11 SUBGRANTEE or under his/her supervision, and all personnel
12 engaged in the work shall be fully qualified and shall be
13 authorized under State and local law to perform such
14 services.
- 15 (c) None of the work or services covered by this SUBGRANT
16 shall be subcontracted without the prior written approval
17 of PRIME SPONSOR.
- 18 (d) SUBGRANTEE may not terminate, layoff, or reduce the
19 working hours of an employee in anticipation of hiring
20 an individual with funds available under Title VI. In
21 addition, no participant shall be used to fill positions
22 or provide services normally provided by temporary,
23 part-time, or seasonal workers or contracted out, or to
24 fill full-time vacancies. SUBGRANTEE shall not hire any
25 person into any job funded under Title VI when any other
26 person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

Micro Fished

21. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

///

1 25. Nepotism

2 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall
3 hire, or cause or allow to be hired, a person into an
4 administrative capacity, staff position or public service
5 employment position funded under CETA, if a member of his or
6 her immediate family is employed in an administrative capacity
7 for the PRIME SPONSOR, SUBGRANTEE or any employing contractor.
8 However, where a state of local statute regarding nepotism
9 exists which is more restrictive than the policy, the eligible
10 applicant should follow the State of local statute in lieu of
11 the policy. Micro Fiched

12 (a) The term "member of the immediate family" includes: wife,
13 husband, son, daughter, mother, father, brother,
14 brother-in-law, sister, sister-in-law, father-in-law,
15 mother-in-law, aunt, uncle, neice, nephew, step-parent,
16 and step-child.

17 (b) The term "Administrative capacity" includes those persons
18 who have overall administrative responsibility for a
19 program, including all elected and appointed officials
20 who have any responsibility for the obtaining of and/or
21 approval of any grant funded under the Act, such as
22 members of the PRIME SPONSOR Planning Council, other
23 officials who have an influence or control over the
24 administration of the program, as set forth in 29 CFR §
25 98.22(b)(3).

26 (c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

Micro Fished

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

Micro Fiched

29. Insurance

SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet.

WHEREFORE, the parties have executed this SUBGRANT

No. 78-413.

COUNTY OF YOLO, PRIME SPONSOR

Arthur W. Edmonds
(Signature of Authorized Officer)

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

Micro Fiched

University of California, Davis
(Legal Name of SUBGRANTEE)

Twhee
(Signature of Authorized Officer)

Associate Dean of Research
(Title of Authorized Officer)

(Corporate Seal)

19

///

///

///

///

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

Micro Fished

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)). Micro Fiched

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

Micro Fished

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

Micro Fiched

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required; ;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

B. Additional Assurances for Title I Programs

Micro Fiched

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code. Micro Fished

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c) (4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate exceeds except where exempt under section 604 of the Act (sections 205(c) (6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c) (7)).

Micro Fiched

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c) (8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c) (9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c) (17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c) (18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c) (19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c) (21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a) (1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c) (22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c) (23)). Micro Fished

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205 (c) (24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c) (24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(20)).

D. Additional Assurances for Title II Programs

Micro Fished

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c) (3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

Micro Fiched

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

Arthur H. Edmonds

(Signature of Authorized Officer)

Micro Fiched

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

University of California, Davis
(Legal Name of Subgrantee)

Leif Hie

(Signature of Authorized Officer)

19

Associate Dean of Research

(Title of Authorized Officer)

POSITION LISTING

TITLE IV

UNIVERSITY OF CALIFORNIA, DAVIS

Micro Fiched

	<u>Positions</u>	<u>Salary</u> <u>1-1-79 to 3-31-79</u>	<u>Benefits</u> <u>1-1-79 to 3-31-79</u>	<u>Total</u>
Two	Assistant Storekeeper	\$ 4,458	\$ 402	\$ 4,860
Three	Clerk	5,850	540	6,390
One	Counselor I	2,499	225	2,724
Seven	Lab Assistaht I	17,493	1,407	18,900
Seven	Lab Assistant II	17,493	1,575	19,068
Two	Principal Clerk	4,986	252	5,238
Four	Senior Typist Clerk A	9,000	780	9,780
Two	Assistant Animal Technician	4,290	858	5,148
One	Groundskeeper	2,499	225	2,724
<u>One</u>	<u>Coder Trainee</u>	<u>2,181</u>	<u>435</u>	<u>2,616</u>
Thirty		<u>\$ 70,749</u>	<u>\$ 6,699</u>	<u>\$ 77,448</u>

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
 Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE VI OPERATING BUDGET

☒ ORIGINAL ☐ REVISION NO. _____

DATE December 19, 1978

Subgrantee Name and Address:

Contact Person _____

University of California, Davis

Phone 752-7300

Contract No. _____

312 Mark Hall

Period: From 1-179

To 3-31-79

Davis, CA 95616

Program Name P.S.E. Title VI

Micro Fiched

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.			25,816					25,816
FEB.			25,816					25,816
MAR.			25,816					25,816
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL			77,448					77,448

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
CT.							
OV.							
EC.							
JAN.			23,583	2233			25,816
FEB.			23,583	2233			25,816
MAR.			23,583	2233			25,816
APR.							
MAY							
JUNE							
JULY							
AUG.							
SEPT.							
TOTAL			70,749	6699			77,448

CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND
 THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Name and Title of Authorized Official _____

Accountant _____

12-26-78
Date

Signature _____

Date _____

Principal Administrative Analyst _____

12-26-78
Date

COUNTY OF YOLO

Subgrant Signature Sheet

Title VIAgreement/
Subgrant No. 78-414Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee

Washington Fire Protection District

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and Washington Fire Protection District hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

Program

JAN - 2 1979

Micro Fiched

Washington Fire Protection District
Address

LAURENCE P. HENIGAN, Clerk

By Debra E. Kelly
Deputy317 Third Street
City

Phone

Broderick, CA 95605
Program Director

372-0424

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on January 1, 1979.The term of the SUBGRANT shall end on March 31, 1979.The total amount of the SUBGRANT is \$ 9,396.

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

X
By Signature

Name and Title

Name and Title

Ken F. Sawitzky, Jr.
Fire ChiefARTHUR H. EDMONDS, Chairman
Yolo County Board of Supervisors

DEC 28 1978

Type name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of January, 1979, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the Washington Fire Protection District hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Micro Fished

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 98 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and

(f) Making maximum efforts to achieve the provisions of the plan.

Micro Fished

2. Washington Fire Protection District is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Assurances and Certification.
- (d) Position Listing
- (e) Line Item Budget
- (f)
- (g)
- (h)
- (i)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as
3 determined by PRIME SPONSOR perform the services described in
4 the attachments listed above under Subgrant which are subject
5 to all the terms, conditions, and assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin January 1, 1979, Micro Fished
8 and shall end March 31, 1979, as set forth in the
9 Signature Sheet. Grant funds may not, without advance written
10 approval by PRIME SPONSOR, be obligated before the beginning
11 of the term or after the ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and
14 necessary costs incurred in the performance of this contract
15 in accordance with the following:

16 (a) Total Reimbursement shall not exceed the amount of
17 \$ 9,396, as set forth on Signature Sheet.

18 (b) Payment of costs incurred in the performance of this
19 contract shall be paid on the basis of an approved
20 monthly claim as follows:

21 (1) Within ten (10) days following the completion of
22 each calendar month SUBGRANTEE shall submit to
23 PRIME SPONSOR a claim itemizing all expenditures
24 made pursuant to this subgrant during the preceding
25 month.

26 (2) The County Administrative Officer of PRIME SPONSOR,

1 or his designee, shall review that claim, may review
2 the records, books of account, trial balance and
3 vouchers of SUBGRANTEE, and shall approve the claim
4 to the extent that SUBGRANTEE has incurred reasonable
5 and necessary costs pursuant to this subgrant,
6 including the Budget Schedules attached hereto.

7 (3) To the extent permitted by the Federal Government,
8 the County Administrative Officer or his designee
9 may approve in advance of working capital to SUB-
10 GRANTEE. Each advance of working capital shall be
11 made on application in writing by SUBGRANTEE. Each
12 approval shall be in writing and shall set forth
13 the terms for repayment. Repayment shall be offset
14 against amounts payable on monthly claims. The
15 terms of repayment may be modified by written order
16 of the County Administrative Officer or his designee.
17 Upon termination of this subgrant any unpaid advances
18 shall be offset against any remaining payments to
19 SUBGRANTEE. Any advances exceeding remaining pay-
20 ments shall be repaid to PRIME SPONSOR immediately.

21 (c) Reasonable and necessary costs shall be determined by
22 PRIME SPONSOR in accordance with the requirements of the
23 United States Department of Labor and the United States
24 OMB, Circulars A-87 and A-102, and any additional
25 requirements or procedures established by PRIME SPONSOR.

26 (d) It is expressly understood by PRIME SPONSOR and

SUBGRANTEE that PRIME SPONSOR has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973, as amended, for the purpose of funding services under this contract and that PRIME SPONSOR is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are available to PRIME SPONSOR by the Department of Labor.

Micro Fished

- (e) Approved claims shall be paid only from funds granted to PRIME SPONSOR by the U. S. Department of Labor.

5. Records, Audit, Inspection

(a) Establishment and Maintenance of Records

The SUBGRANTEE shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property and all other pertinent records sufficient to reflect properly, (a) all direct and indirect costs whatsoever nature claimed to have been incurred and anticipated to be concurrent to perform this contract, and (b) all other matters covered by this SUBGRANT for which the maintenance and retention of records is required by law, including but not limited to U.S. OMB Circulars No. A-87 and No. A-102, and regulations of the U.S. Department of Labor, including but not limited to 29 CFR & 98.18. The obligation to maintain and preserve records shall not

1 be diminished by any instructions or advice given by
2 PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable
3 written reports to PRIME SPONSOR.

4 (b) Preservation of Records

5 SUBGRANTEE shall preserve and make available its records
6 related to this SUBGRANT (a) until the expiration of
7 three (3) years from the date of final payment to
8 SUBGRANTEE under this SUBGRANT (b) for such longer period,
9 if any, as required by applicable law.

Micro Fished

10 If this SUBGRANT is terminated, the records
11 relating to this SUBGRANT shall be preserved
12 and made available for a period of three (3)
13 years from the date of any resulting final
14 settlement.

15 (c) Accounting by SUBGRANTEE

16 SUBGRANTEE shall establish and maintain at all times, on
17 a current basis in conjunction with the Program, an
18 adequate accrued accounting system covering all costs,
19 items and expenditures with respect to the Program, in
20 accordance with generally accepted accounting principles
21 and standards, and in accordance with requirements of the
22 Federal Government and any PRIME SPONSOR requirements as
23 set forth in the SUBGRANTEES' Fiscal Activities Manual.

24 (d) Examination of Records and Facilities

25 At any time during normal business hours, PRIME SPONSOR
26 or duly authorized representative thereof, shall until

1 expiration of three (3) years after final payment under
2 this SUBGRANT have access to and the right to examine its
3 offices, and facilities engaged in performance of this
4 SUBGRANT and all its records with respect to all matters
5 covered by this SUBGRANT, including the right to audit,
6 examine and make excerpts of transcripts and from such
7 records to make audit of all contracts and subcontracts,
8 invoices, payrolls, records or personnel conditions of
9 employment, material and all other data relating to
10 matters covered by the SUBGRANT.

11 (e) Documentation of Cost

Micro Fished

12 All cost shall be supported by properly executed payrolls,
13 time records, invoices, contracts, or vouchers or other
14 official documentation evidencing in proper detail the
15 nature of propriety of the charge. All checks, payrolls,
16 accounting documents, pertaining in whole or part of this
17 contract shall be clearly identified and readily
18 accessible.

19 6. Suspension of Disallowance of Payments

20 PRIME SPONSOR may at any time elect to offset against, suspend,
21 or disallow payment to SUBGRANTEE in whole or part or to de-
22 mand repayment under this agreement in the event of any of the
23 following occurrences, to wit:

- 24 (a) If SUBGRANTEE (with knowledge) shall have made any mis-
25 representation of any nature with respect to any
26 information or data furnished to PRIME SPONSOR in

1 connection with Program.

- 2 (b) If SUBGRANTEE is in default under any provisions of this
3 agreement.
- 4 (c) If SUBGRANTEE maintains a pattern of discrimination.
- 5 (d) If SUBGRANTEE incurs unreasonable administrative costs
6 in the conduct of activities and program.
- 7 (e) If the SUBGRANTEE fails to comply with any other terms
8 and conditions of this SUBGRANT. Micro Fished
- 9 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports
10 which are incorrect or incomplete in any material
11 respect.

12 7. Termination of SUBGRANT

13 (a) With Cause

14 PRIME SPONSOR may terminate the SUBGRANT in the following
15 instances by giving written notice to the SUBGRANTEE at
16 least five (5) days prior to the effective termination
17 date stated in the notice:

- 18 (1) If through any cause SUBGRANTEE shall fail to ful-
19 fill in timely and proper manner its obligations
20 under this Agreement.
- 21 (2) If SUBGRANTEE shall violate any of the covenants
22 or stipulations of this Agreement.
- 23 (3) If the grant from the U. S. Department of Labor
24 under which this Agreement is made is terminated.
- 25 (4) If SUBGRANTEE is unable or unwilling to comply with
26 such additional conditions as may be lawfully applied

1 by the U. S. Department of Labor to the grant under
2 which this Agreement is made. SUBGRANTEE shall not
3 be relieved of liability to PRIME SPONSOR for
4 damages sustained by PRIME SPONSOR by virtue of
5 any breach of the Agreement by SUBGRANTEE and PRIME
6 SPONSOR may withhold any reimbursement to SUBGRANTEE
7 for the purposes of setoff until such time as the
8 exact amount of damages due PRIME SPONSOR from
9 SUBGRANTEE is agreed upon or otherwise determined.

10 (b) Without Cause

Micro Fished

11 PRIME SPONSOR may terminate this SUBGRANT at any time by
12 giving written notice to SUBGRANTEE of such termination
13 and specifying the effective date thereof, at least 30
14 days before the effective date of such termination. If
15 the SUBGRANT is terminated by PRIME SPONSOR as provided
16 herein, SUBGRANTEE will be paid an amount which the same
17 ratio to the total compensation as the services actually
18 performed bear to the total services of SUBGRANTEE
19 covered by this SUBGRANT, less payments of compensation
20 previously made.

21 8. Severability of Provisions

22 If any provisions of this SUBGRANT are held invalid, the re-
23 mainder of this SUBGRANT shall not be affected thereby, in
24 such remainder would then continue to conform to terms and
25 requirements of applicable law.

26 ///

1 9. Exculpatory Clause

2 SUBGRANTEE shall indemnify and hold harmless and defend PRIME
3 SPONSOR, its officers, employees and agents from and against
4 all claims, losses, liabilities, or damages, including attorney
5 fees, arising out of or resulting from the performance of this
6 Agreement, caused in whole or in part by any negligent act or
7 omission of SUBGRANTEE or anyone directly or indirectly
8 employed by SUBGRANTEE, regardless of whether or not it is
9 caused in part by a party indemnified hereunder.

Micro Fished

10 10. Legal Relationship

- 11 (a) It is herein understood and agreed that SUBGRANTEE is an
12 independent contractor and that no relationship of
13 employer-employee exists between the parties hereto.
14 That SUBGRANTEE shall not be entitled to any benefits
15 available to employees of PRIME SPONSOR. That PRIME
16 SPONSOR is not required to make any deductions from the
17 compensation payable to SUBGRANTEE under the provisions
18 of this Agreement; that as an independent contractor,
19 SUBGRANTEE thereby holds PRIME SPONSOR harmless from any
20 and all claims that may be made against PRIME SPONSOR
21 based upon any contention by any third party that an
22 employer-employee relationship exists by reason of this
23 Agreement.
- 24 (b) It is further understood and agreed by the parties hereto
25 that SUBGRANTEE in the performance of its obligations
26 hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

Micro Fished

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

1 budget category for the term of this program and shall explain
2 in detail the reasons for such excess.

3 12. Procedures for Corrective Action

- 4 (a) Whenever the County Administrative Officer of PRIME
5 SPONSOR determines in the manner set forth herein that
6 SUBGRANTEE has failed to comply with any provision of
7 this SUBGRANT, the County Administrative Officer may
8 order corrective action. Micro Fished
- 9 (b) Before making such an order, the County Administrative
10 Officer or his designee shall give SUBGRANTEE ten (10)
11 days' written notice setting forth the nature of SUB-
12 GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE
13 and its officers or responsible employees may have an
14 opportunity to meet with the County Administrative
15 Officer or PRIME SPONSOR or his designee for the purposes
16 of considering the need for and nature of corrective
17 action.
- 18 (c) An order for corrective action shall be in writing and
19 shall set forth specific directions for corrective action,
20 a detailed timetable for implementing the specific
21 directions for reporting to PRIME SPONSOR as to
22 implementation. The order shall be served on SUBGRANTEE.
- 23 (d) If SUBGRANTEE shall fail to implement an order for
24 corrective action, or if it shall fail to do so within
25 the timetable set for implementation, the County
26 Administrative Officer of the PRIME SPONSOR may recommend

1 that the Governing Body suspend payments hereunder or
2 terminate this SUBGRANT.

- 3 (c) If SUBGRANTEE shall fail to comply with the administrative
4 requirements of this SUBGRANT, such as those requiring
5 the timely submission of all periodic reports, and if
6 such failure shall not be suggestive of other apparent
7 misfeasance, malfeasance, or nonfeasance, the County
8 Administrative Officer shall be empowered, without con-
9 sultation with the Governing Body, to suspend or delay
10 any and all payments under this SUBGRANT until such
11 failure is rectified.

Micro Filmed

12 13. Property

- 13 (a) Any property acquired by SUBGRANTEE pursuant to this
14 Agreement shall be governed by the provisions of
15 Attachment N of OMB Circular No. A-102 and SUBGRANTEE
16 shall be subject to the obligations of grantee set
17 forth therein, and as between PRIME SPONSOR and SUB-
18 GRANTEE, PRIME SPONSOR shall have all the rights of
19 grantee agency set forth therein. Generally it is
20 expected that grant property will be retained and used
21 throughout its useful life in the grant program for
22 which it was acquired or if that program is terminated,
23 or if the property is no longer needed in the program,
24 in any other similar program of SUBGRANTEE, or PRIME
25 SPONSOR.

- 26 (b) The SUBGRANTEE'S Property Standards of Non-Expendable

1 Personal Property shall include the following procedural
2 requirements:

- 3 (1) Property records shall be maintained accurately and
4 provided for: A description of the property, manu-
5 facturer's serial number or other identification
6 number, acquisition data and cost, source of the
7 property, use and condition of property.
- 8 (2) Physical inventory of property shall be taken and
9 the result reconciled with the property records
10 at least once a year to verify the existence,
11 current utilization, and continued need for property.
- 12 (3) Adequate maintenance procedures shall be implemented
13 to keep property in good condition. Micro Fished
- 14 (4) A control system shall be in effect to insure
15 adequate safeguards to prevent loss, damage, or
16 theft to property. Any loss, damage or theft of
17 non-expendable properties shall be investigated
18 and fully documented.

19 14. Contingent Fee

20 SUBGRANTEE warrants that no person, selling agency or other
21 organization has been employed or retained to solicit or
22 secure this agreement upon an agreement or understanding for
23 commission, percentage, brokerage, or contingency fee. For
24 breach or violation of this covenant the PRIME SPONSOR shall
25 have the right to annul this agreement without liability or,
26 at its discretion, to deduct from the compensation or otherwise

1 recover, the full amount of such commission, percentage,
2 brokerage, or contingency fee.

3 15. Laws

4 SUBGRANTEE shall comply with all the applicable laws, decisions,
5 statutes, regulations and ordinances of the United States,
6 the State of California, and local governments. Micro Fished

7 16. Rights

8 SUBGRANTEE agrees to and does hereby grant to the Federal
9 Government a royalty-free, non-exclusive and irrevocable
10 license throughout the world of government purposes to publish,
11 translate, reproduce, and otherwise use and dispose of, and to
12 authorize others to do so, all data, including reports,
13 patents, copyrights, drawings, blueprints, and technical
14 information resulting from the performance of the work under
15 this SUBGRANT. SUBGRANTEE will not include copyrighted
16 matter in the material furnished under this agreement without
17 written permission from the copyright owner. The SUBGRANTEE
18 further agrees that in the performance of this SUBGRANT no
19 person having interest that would conflict with the performance
20 of this SUBGRANT shall be employed.

21 17. Right to Reuse

22 If, under the provisions of this SUBGRANT, SUBGRANTEE develops
23 any systems analysis products, models, electronic data
24 processing systems, software and related services, SUBGRANTEE
25 agrees that the methods, materials, logic, and systems
26 developed pursuant to this SUBGRANT shall be the property of

1 PRIME SPONSOR, and be used as PRIME SPONSOR sees fit,
2 including the right to reuse and publish the same without
3 limitation.

4 18. Personnel

- 5 (a) SUBGRANTEE represents that he has, or will secure at his
6 own expense, all personnel required in performing the
7 services under this SUBGRANT. Such personnel shall not
8 be employees of or have any contractual relationship
9 with PRIME SPONSOR. Micro Fished
- 10 (b) All of the services hereunder will be performed by
11 SUBGRANTEE or under his/her supervision, and all personnel
12 engaged in the work shall be fully qualified and shall be
13 authorized under State and local law to perform such
14 services.
- 15 (c) None of the work or services covered by this SUBGRANT
16 shall be subcontracted without the prior written approval
17 of PRIME SPONSOR.
- 18 (d) SUBGRANTEE may not terminate, layoff, or reduce the
19 working hours of an employee in anticipation of hiring
20 an individual with funds available under Title VI. In
21 addition, no participant shall be used to fill positions
22 or provide services normally provided by temporary,
23 part-time, or seasonal workers or contracted out, or to
24 fill full-time vacancies. SUBGRANTEE shall not hire any
25 person into any job funded under Title VI when any other
26 person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

Micro Fished

21. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

///

1 25. Nepotism

2 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall
3 hire, or cause or allow to be hired, a person into an
4 administrative capacity, staff position or public service
5 employment position funded under CETA, if a member of his or
6 her immediate family is employed in an administrative capacity
7 for the PRIME SPONSOR, SUBGRANTEE or any employing contractor.
8 However, where a state of local statute regarding nepotism
9 exists which is more restrictive than the policy, the eligible
10 applicant should follow the State of local statute in lieu of
11 the policy. Micro Fished

12 (a) The term "member of the immediate family" includes: wife,
13 husband, son, daughter, mother, father, brother,
14 brother-in-law, sister, sister-in-law, father-in-law,
15 mother-in-law, aunt, uncle, niece, nephew, step-parent,
16 and step-child.

17 (b) The term "Administrative capacity" includes those persons
18 who have overall administrative responsibility for a
19 program, including all elected and appointed officials
20 who have any responsibility for the obtaining of and/or
21 approval of any grant funded under the Act, such as
22 members of the PRIME SPONSOR Planning Council, other
23 officials who have an influence or control over the
24 administration of the program, as set forth in 29 CFR §
25 98.22 (b) (3).

26 (c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

Micro Fiched

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

Micro Fished

29. Insurance

SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT

No. 78-414.

COUNTY OF YOLO, PRIME SPONSOR

x Arthur H. Edwards
(Signature of Authorized Officer)

Micro Fished

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

Washington Fire Protection District
(Legal Name of SUBGRANTEE)

Ken F. Smith
(Signature of Authorized Officer)

December 29, 1978

Fire Chief
(Title of Authorized Officer)

(Corporate Seal)

///

///

///

///

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them. Micro. Filed

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

Micro Fished

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

Micro Fished

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

Micro Fished

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

B. Additional Assurances for Title I Programs

Micro Fished

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

Micro Fished

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c) (4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate exceeds except where exempt under section 604 of the Act (sections 205(c) (6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c) (7)).

Micro' Fished

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c) (8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c) (9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c) (17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c) (18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c) (19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).

Micro Fished

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

Micro Fiched

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

Micro Fiched

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

x Arthur H. G. [Signature]
(Signature of Authorized Officer)

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

Micro Fished

Washington Fire Protection District
(Legal Name of Subgrantee)

December 29, 1978

Ken F. [Signature]
(Signature of Authorized Officer)

Fire Chief
(Title of Authorized Officer)

POSITION LISTING

TITLE IV

WASHINGTON FIRE PROTECTION DISTRICT

	<u>Positions</u>	<u>Salary</u> <u>1-1-79 to 3-31-79</u>	<u>Benefits</u> <u>1-1-79 to 3-31-79</u>	<u>Total</u>
One	Clerk/Dispatcher	\$ 2,196	\$ 180	\$ 2,376
<u>Two</u>	Firefighter	<u>4,998</u>	<u>2,022</u>	<u>7,020</u>
Three	Total	<u>\$ 7,194</u>	<u>\$ 2,202</u>	<u>\$ 9,396</u>

Micro Fighed

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE VI OPERATING BUDGET

☒ ORIGINAL ☐ REVISION NO. _____

DATE December 19, 1978

Subgrantee Name and Address:

Contact Person _____

Washington Fire Protection District

Phone 372-0424

Contract No. _____

217 Third Street

Period: From 1-1-79

To 3-31-79

Broderick, CA 95605

Program Name P.S.E. Title VI

Micro Fished

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.			3132					3132
FEB.			3132					3132
MAR.			3132					3132
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL			7194					9396

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.			2398	734			3132
FEB.			2398	734			3132
MAR.			2398	734			3132
APR.							
MAY							
JUNE							
JULY							
AUG.							
SEPT.							
TOTAL			7194	2202			9396

CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Name and Title of Authorized Official _____

Jack A. Boen
Accountant

12-26-78
Date

Signature _____

Date _____

David L. Christensen
Principal Administrative Analyst

12-26-78
Date

COUNTY OF YOLO

Subgrant Signature Sheet

Title VIAgreement/
Subgrant No. 73-415Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee

West Plainfield Fire Protection District

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and West Plainfield Fire Protection District hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program

FILED

West Plainfield Fire Protection District

JAN 24 1979

Address

PETER McNAMEE, Clerk

Route 1, Box 2415

By Arthur H. Edmonds

City

Phone

Deputy

Davis, CA 95616

662-8871

Program Director

Micro Filed

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on January 1, 1979The term of the SUBGRANT shall end on March 31, 1979The total amount of the SUBGRANT is \$9,369

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

By Signature

Name and Title

Date

Name and Title

Date

Perey H. Wilkendorf
Chairman, Board of Commissioners

ARTHUR H. EDMONDS, Chairman
Yolo County Board of Supervisors

DEC 26 1978

Type name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of January, 1979, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the West Plainfield Fire Protection District hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Micro Fished

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 98 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9)).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and

(f) Making maximum efforts to achieve the provisions of the plan.

Micro Flohed

2. West Plainfield Fire Protection District is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Assurances and Certification.
- (d) Position Listing
- (e) Line Item Budget
- (f)
- (g)
- (h)
- (i)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as
3 determined by PRIME SPONSOR perform the services described in
4 the attachments listed above under Subgrant which are subject
5 to all the terms, conditions, and assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin January 1, 1979,
8 and shall end March 31, 1979, as set forth in the
9 Signature Sheet. Grant funds may not, without advance written
10 approval by PRIME SPONSOR, be obligated before the beginning
11 of the term or after the ending of the term.

Micro Fished

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and
14 necessary costs incurred in the performance of this contract
15 in accordance with the following:

16 (a) Total Reimbursement shall not exceed the amount of
17 \$ 9,369, as set forth on Signature Sheet.

18 (b) Payment of costs incurred in the performance of this
19 contract shall be paid on the basis of an approved
20 monthly claim as follows:

21 (1) Within ten (10) days following the completion of
22 each calendar month SUBGRANTEE shall submit to
23 PRIME SPONSOR a claim itemizing all expenditures
24 made pursuant to this subgrant during the preceding
25 month.

26 (2) The County Administrative Officer of PRIME SPONSOR,

1 or his designee, shall review that claim, may review
2 the records, books of account, trial balance and
3 vouchers of SUBGRANTEE, and shall approve the claim
4 to the extent that SUBGRANTEE has incurred reasonable
5 and necessary costs pursuant to this subgrant,
6 including the Budget Schedules attached hereto.

- 7 (3) To the extent permitted by the Federal ^{Micro Fighed} Government,
8 the County Administrative Officer or his designee
9 may approve in advance of working capital to SUB-
10 GRANTEE. Each advance of working capital shall be
11 made on application in writing by SUBGRANTEE. Each
12 approval shall be in writing and shall set forth
13 the terms for repayment. Repayment shall be offset
14 against amounts payable on monthly claims. The
15 terms of repayment may be modified by written order
16 of the County Administrative Officer or his designee.
17 Upon termination of this subgrant any unpaid advances
18 shall be offset against any remaining payments to
19 SUBGRANTEE. Any advances exceeding remaining pay-
20 ments shall be repaid to PRIME SPONSOR immediately.

- 21 (c) Reasonable and necessary costs shall be determined by
22 PRIME SPONSOR in accordance with the requirements of the
23 United States Department of Labor and the United States
24 OMB, Circulars A-87 and A-102, and any additional
25 requirements or procedures established by PRIME SPONSOR.

- 26 (d) It is expressly understood by PRIME SPONSOR and

1 SUBGRANTEE that PRIME SPONSOR has made applications to the
2 United States Department of Labor for a grant of funds
3 under the Comprehensive Employment and Training Act of
4 1973, as amended, for the purpose of funding services
5 under this contract and that PRIME SPONSOR is not
6 obligated to provide funds to SUBGRANTEE and SUBGRANTEE
7 is not obligated to provide services under the contract
8 until such funds are available to PRIME SPONSOR by the
9 Department of Labor. Micro Fished

- 10 (e) Approved claims shall be paid only from funds granted to
11 PRIME SPONSOR by the U. S. Department of Labor.

12 5. Records, Audit, Inspection

13 (a) Establishment and Maintenance of Records

14 The SUBGRANTEE shall maintain records, including but not
15 limited to books, financial records, supporting docu-
16 ments, statistical records, personnel, property and all
17 other pertinent records sufficient to reflect properly,

18 (a) all direct and indirect costs whatsoever nature
19 claimed to have been incurred and anticipated to be con-
20 current to perform this contract, and (b) all other
21 matters covered by this SUBGRANT for which the mainten-
22 ance and retention of records is required by law,
23 including but not limited to U.S. OMB Circulars No.
24 A-87 and No. A-102, and regulations of the U.S. Department
25 of Labor, including but not limited to 29 CFR & 98.18.
26 The obligation to maintain and preserve records shall not

1 be diminished by any instructions or advice given by
2 PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable
3 written reports to PRIME SPONSOR.

4 (b) Preservation of Records

5 SUBGRANTEE shall preserve and make available its records
6 related to this SUBGRANT (a) until the expiration of
7 three (3) years from the date of final payment to
8 SUBGRANTEE under this SUBGRANT (b) for such longer period,
9 if any, as required by applicable law. Micro Fished

10 If this SUBGRANT is terminated, the records
11 relating to this SUBGRANT shall be preserved
12 and made available for a period of three (3)
13 years from the date of any resulting final
14 settlement.

15 (c) Accounting by SUBGRANTEE

16 SUBGRANTEE shall establish and maintain at all times, on
17 a current basis in conjunction with the Program, an
18 adequate accrued accounting system covering all costs,
19 items and expenditures with respect to the Program, in
20 accordance with generally accepted accounting principles
21 and standards, and in accordance with requirements of the
22 Federal Government and any PRIME SPONSOR requirements as
23 set forth in the SUBGRANTEES' Fiscal Activities Manual.

24 (d) Examination of Records and Facilities

25 At any time during normal business hours, PRIME SPONSOR
26 or duly authorized representative thereof, shall until

1 expiration of three (3) years after final payment under
2 this SUBGRANT have access to and the right to examine its
3 offices, and facilities engaged in performance of this
4 SUBGRANT and all its records with respect to all matters
5 covered by this SUBGRANT, including the right to audit,
6 examine and make excerpts of transcripts and from such
7 records to make audit of all contracts and subcontracts,
8 invoices, payrolls, records or personnel conditions of
9 employment, material and all other data relating to
10 matters covered by the SUBGRANT.

Micro Fished

11 (e) Documentation of Cost

12 All cost shall be supported by properly executed payrolls,
13 time records, invoices, contracts, or vouchers or other
14 official documentation evidencing in proper detail the
15 nature of propriety of the charge. All checks, payrolls,
16 accounting documents, pertaining in whole or part of this
17 contract shall be clearly identified and readily
18 accessible.

19 6. Suspension of Disallowance of Payments

20 PRIME SPONSOR may at any time elect to offset against, suspend,
21 or disallow payment to SUBGRANTEE in whole or part or to de-
22 mand repayment under this agreement in the event of any of the
23 following occurrences, to wit:

- 24 (a) If SUBGRANTEE (with knowledge) shall have made any mis-
25 representation of any nature with respect to any
26 information or data furnished to PRIME SPONSOR in

1 connection with Program.

2 (b) If SUBGRANTEE is in default under any provisions of this
3 agreement.

4 (c) If SUBGRANTEE maintains a pattern of discrimination.

5 (d) If SUBGRANTEE incurs unreasonable administrative costs
6 in the conduct of activities and program.

7 (e) If the SUBGRANTEE fails to comply with any other terms
8 and conditions of this SUBGRANT.

9 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports
10 which are incorrect or incomplete in any material
11 respect.

12 7. Termination of SUBGRANT

Micro Fished

13 (a) With Cause

14 PRIME SPONSOR may terminate the SUBGRANT in the following
15 instances by giving written notice to the SUBGRANTEE at
16 least five (5) days prior to the effective termination
17 date stated in the notice:

18 (1) If through any cause SUBGRANTEE shall fail to ful-
19 fill in timely and proper manner its obligations
20 under this Agreement.

21 (2) If SUBGRANTEE shall violate any of the covenants
22 or stipulations of this Agreement.

23 (3) If the grant from the U. S. Department of Labor
24 under which this Agreement is made is terminated.

25 (4) If SUBGRANTEE is unable or unwilling to comply with
26 such additional conditions as may be lawfully applied

1 by the U. S. Department of Labor to the grant under
2 which this Agreement is made. SUBGRANTEE shall not
3 be relieved of liability to PRIME SPONSOR for
4 damages sustained by PRIME SPONSOR by virtue of
5 any breach of the Agreement by SUBGRANTEE and PRIME
6 SPONSOR may withhold any reimbursement to SUBGRANTEE
7 for the purposes of setoff until such time as the
8 exact amount of damages due PRIME SPONSOR from
9 SUBGRANTEE is agreed upon or otherwise determined.

10 (b) Without Cause

Micro Fished

11 PRIME SPONSOR may terminate this SUBGRANT at any time by
12 giving written notice to SUBGRANTEE of such termination
13 and specifying the effective date thereof, at least 30
14 days before the effective date of such termination. If
15 the SUBGRANT is terminated by PRIME SPONSOR as provided
16 herein, SUBGRANTEE will be paid an amount which the same
17 ratio to the total compensation as the services actually
18 performed bear to the total services of SUBGRANTEE
19 covered by this SUBGRANT, less payments of compensation
20 previously made.

21 8. Severability of Provisions

22 If any provisions of this SUBGRANT are held invalid, the re-
23 mainder of this SUBGRANT shall not be affected thereby, in
24 such remainder would then continue to conform to terms and
25 requirements of applicable law.

26 ///

1 9. Exculpatory Clause

2 SUBGRANTEE shall indemnify and hold harmless and defend PRIME
3 SPONSOR, its officers, employees and agents from and against
4 all claims, losses, liabilities, or damages, including attorney
5 fees, arising out of or resulting from the performance of this
6 Agreement, caused in whole or in part by any negligent act or
7 omission of SUBGRANTEE or anyone directly or indirectly
8 employed by SUBGRANTEE, regardless of whether or not it is
9 caused in part by a party indemnified hereunder.

10 10. Legal Relationship

Micro Fiched

11 (a) It is herein understood and agreed that SUBGRANTEE is an
12 independent contractor and that no relationship of
13 employer-employee exists between the parties hereto.
14 That SUBGRANTEE shall not be entitled to any benefits
15 available to employees of PRIME SPONSOR. That PRIME
16 SPONSOR is not required to make any deductions from the
17 compensation payable to SUBGRANTEE under the provisions
18 of this Agreement; that as an independent contractor,
19 SUBGRANTEE thereby holds PRIME SPONSOR harmless from any
20 and all claims that may be made against PRIME SPONSOR
21 based upon any contention by any third party that an
22 employer-employee relationship exists by reason of this
23 Agreement.

24 (b) It is further understood and agreed by the parties hereto
25 that SUBGRANTEE in the performance of its obligations
26 hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

11. Monthly Report

Micro Filled

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

1 budget category for the term of this program and shall explain
2 in detail the reasons for such excess.

3 12. Procedures for Corrective Action

- 4 (a) Whenever the County Administrative Officer of PRIME
5 SPONSOR determines in the manner set forth herein that
6 SUBGRANTEE has failed to comply with any provision of
7 this SUBGRANT, the County Administrative Officer may
8 order corrective action. Micro Fished
- 9 (b) Before making such an order, the County Administrative
10 Officer or his designee shall give SUBGRANTEE ten (10)
11 days' written notice setting forth the nature of SUB-
12 GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE
13 and its officers or responsible employees may have an
14 opportunity to meet with the County Administrative
15 Officer or PRIME SPONSOR or his designee for the purposes
16 of considering the need for and nature of corrective
17 action.
- 18 (c) An order for corrective action shall be in writing and
19 shall set forth specific directions for corrective action,
20 a detailed timetable for implementing the specific
21 directions for reporting to PRIME SPONSOR as to
22 implementation. The order shall be served on SUBGRANTEE.
- 23 (d) If SUBGRANTEE shall fail to implement an order for
24 corrective action, or if it shall fail to do so within
25 the timetable set for implementation, the County
26 Administrative Officer of the PRIME SPONSOR may recommend

1 that the Governing Body suspend payments hereunder or
2 terminate this SUBGRANT.

- 3 (e) If SUBGRANTEE shall fail to comply with the administrative
4 requirements of this SUBGRANT, such as those requiring
5 the timely submission of all periodic reports, and if
6 such failure shall not be suggestive of other apparent
7 misfeasance, malfeasance, or nonfeasance, the County
8 Administrative Officer shall be empowered, without con-
9 sultation with the Governing Body, to suspend or delay
10 any and all payments under this SUBGRANT until such
11 failure is rectified.

12 13. Property

Micro Fished

- 13 (a) Any property acquired by SUBGRANTEE pursuant to this
14 Agreement shall be governed by the provisions of
15 Attachment N of OMB Circular No. A-102 and SUBGRANTEE
16 shall be subject to the obligations of grantee set
17 forth therein, and as between PRIME SPONSOR and SUB-
18 GRANTEE, PRIME SPONSOR shall have all the rights of
19 grantee agency set forth therein. Generally it is
20 expected that grant property will be retained and used
21 throughout its useful life in the grant program for
22 which it was acquired or if that program is terminated,
23 or if the property is no longer needed in the program,
24 in any other similar program of SUBGRANTEE, or PRIME
25 SPONSOR.
26 (b) The SUBGRANTEE'S Property Standards of Non-Expendable

1 Personal Property shall include the following procedural
2 requirements:

- 3 (1) Property records shall be maintained accurately and
4 provided for: A description of the property, manu-
5 facturer's serial number or other identification
6 number, acquisition data and cost, source of the
7 property, use and condition of property. Micro Fished
8 (2) Physical inventory of property shall be taken and
9 the result reconciled with the property records
10 at least once a year to verify the existence,
11 current utilization, and continued need for property.
12 (3) Adequate maintenance procedures shall be implemented
13 to keep property in good condition.
14 (4) A control system shall be in effect to insure
15 adequate safeguards to prevent loss, damage, or
16 theft to property. Any loss, damage or theft of
17 non-expendable properties shall be investigated
18 and fully documented.

19 14. Contingent Fee

20 SUBGRANTEE warrants that no person, selling agency or other
21 organization has been employed or retained to solicit or
22 secure this agreement upon an agreement or understanding for
23 commission, percentage, brokerage, or contingency fee. For
24 breach or violation of this covenant the PRIME SPONSOR shall
25 have the right to annul this agreement without liability or,
26 at its discretion, to deduct from the compensation or otherwise

1 recover, the full amount of such commission, percentage,
2 brokerage, or contingency fee.

3 15. Laws

4 SUBGRANTEE shall comply with all the applicable laws, decisions,
5 statutes, regulations and ordinances of the United States,
6 the State of California, and local governments.

7 16. Rights

Micro Fished

8 SUBGRANTEE agrees to and does hereby grant to the Federal
9 Government a royalty-free, non-exclusive and irrevocable
10 license throughout the world of government purposes to publish,
11 translate, reproduce, and otherwise use and dispose of, and to
12 authorize others to do so, all data, including reports,
13 patents, copyrights, drawings, blueprints, and technical
14 information resulting from the performance of the work under
15 this SUBGRANT. SUBGRANTEE will not include copyrighted
16 matter in the material furnished under this agreement without
17 written permission from the copyright owner. The SUBGRANTEE
18 further agrees that in the performance of this SUBGRANT no
19 person having interest that would conflict with the performance
20 of this SUBGRANT shall be employed.

21 17. Right to Reuse

22 If, under the provisions of this SUBGRANT, SUBGRANTEE develops
23 any systems analysis products, models, electronic data
24 processing systems, software and related services, SUBGRANTEE
25 agrees that the methods, materials, logic, and systems
26 developed pursuant to this SUBGRANT shall be the property of

1 PRIME SPONSOR, and be used as PRIME SPONSOR sees fit,
2 including the right to reuse and publish the same without
3 limitation.

4 18. Personnel

- 5 (a) SUBGRANTEE represents that he has, or will secure at his
6 own expense, all personnel required in performing the
7 services under this SUBGRANT. Such personnel shall not
8 be employees of or have any contractual relationship
9 with PRIME SPONSOR. Micro Fished
- 10 (b) All of the services hereunder will be performed by
11 SUBGRANTEE or under his/her supervision, and all personnel
12 engaged in the work shall be fully qualified and shall be
13 authorized under State and local law to perform such
14 services.
- 15 (c) None of the work or services covered by this SUBGRANT
16 shall be subcontracted without the prior written approval
17 of PRIME SPONSOR.
- 18 (d) SUBGRANTEE may not terminate, layoff, or reduce the
19 working hours of an employee in anticipation of hiring
20 an individual with funds available under Title VI. In
21 addition, no participant shall be used to fill positions
22 or provide services normally provided by temporary,
23 part-time, or seasonal workers or contracted out, or to
24 fill full-time vacancies. SUBGRANTEE shall not hire any
25 person into any job funded under Title VI when any other
26 person is on lay-off from the same or any substantially

1 equivalent job.

2 19. Assignments

3 Without the written consent of PRIME SPONSOR, this SUBGRANT
4 is not assignable by SUBGRANTEE either in whole or in part.

5 20. Alterations

6 No alteration or variation of the terms of this SUBGRANT shall
7 be valid unless made in writing and signed by the parties
8 hereto.

9 21. Waiver

Micro Fiched

10 The waiver by PRIME SPONSOR of any default, breach or condition
11 shall not be construed as a waiver on the part of the PRIME
12 SPONSOR of any default, breach or condition precedent, or any
13 other right hereunder.

14 22. Successors

15 This SUBGRANT shall bind and insure to the successors in
16 interest of PRIME SPONSOR and SUBGRANTEE in the same manner
17 as if such party had been expressly named herein.

18 23. Cost of Living Council

19 The SUBGRANTEE agrees to comply with Applicable Regulations
20 and Standards of the Cost of Living Council in establishing
21 wages and prices.

22 24. Clean Air Act of 1970

23 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE
24 agrees to comply with all applicable standards, orders, or
25 regulations issued pursuant to the Clean Air Act of 1970.

26 ///

1 25. Nepotism

2 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall
3 hire, or cause or allow to be hired, a person into an
4 administrative capacity, staff position or public service
5 employment position funded under CETA, if a member of his or
6 her immediate family is employed in an administrative capacity
7 for the PRIME SPONSOR, SUBGRANTEE or any employing contractor.
8 However, where a state of local statute regarding nepotism
9 exists which is more restrictive than the policy, the eligible
10 applicant should follow the State of local statute in lieu of
11 the policy. Micro Fished

12 (a) The term "member of the immediate family" includes: wife,
13 husband, son, daughter, mother, father, brother,
14 brother-in-law, sister, sister-in-law, father-in-law,
15 mother-in-law, aunt, uncle, neice, nephew, step-parent,
16 and step-child.

17 (b) The term "Administrative capacity" includes those persons
18 who have overall administrative responsibility for a
19 program, including all elected and appointed officials
20 who have any responsibility for the obtaining of and/or
21 approval of any grant funded under the Act, such as
22 members of the PRIME SPONSOR Planning Council, other
23 officials who have an influence or control over the
24 administration of the program, as set forth in 29 CFR §
25 98.22 (b) (3).

26 (c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

Micro Fished

27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

Micro Fished

29. Insurance

SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet.

WHEREFORE, the parties have executed this SUBGRANT

No. 78-415.

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

x Arthur H. Edwards
(Signature of Authorized Officer)

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

• Micro Fiched

West Plainfield Fire Protection District
(Legal Name of Subgrantee)

19

Percy H. Wickendorf
(Signature of Authorized Officer)

Chairman, Board of Commissioners
(Title of Authorized Officer)

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications: Micro Fighed

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)). Micro Fished

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

Micro Fished

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

Micro Fished

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

B. Additional Assurances for Title I Programs

Micro Fiched

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a) (1) (D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a) (6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a) (7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974). Micro Fished

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c) (4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate exceeds except where exempt under section 604 of the Act (sections 205(c) (6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c) (7)).

Micro Fished

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c) (8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c) (9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c) (17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c) (18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c) (19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c) (21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c) (22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c) (23)). Micro Fished

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205 (c) (24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c) (24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

Micro Fished

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(20)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

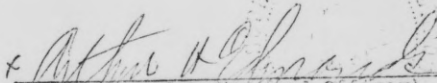
except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

Micro Fished

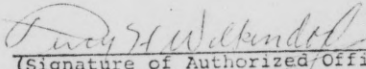
COUNTY OF YOLO, PRIME SPONSOR


(Signature of Authorized Officer)

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

Micro Fished

West Plainfield Fire Protection District
(Legal Name of SUBGRANTEE)


(Signature of Authorized Officer)

19

Chairman, Board of Commissioners
(Title of Authorized Officer)

(Corporate Seal)

///

///

///

///

POSITION LISTING

TITLE IV

WEST PLAINFIELD FIRE PROTECTION DISTRICT

<u>Positions</u>		<u>Salary</u> <u>1-1-79 to 3-31-79</u>	<u>Benefits</u>	<u>Total</u>
Three	Firefighter	<u>\$ 7,200</u>	<u>\$ 2,169</u>	<u>\$ 9,369</u>

Micro Fiched

TITLE VI OPERATING BUDGET

ORIGINAL

REVISION NO. _____

DATE December 12, 1978

Subgrantee Name and Address:

Contact Person _____

West Plainfield Fire Protection District

Phone 662-0071

Contract No. _____

Route 1, Box 2415

Period: From 1-1-79To 3-31-79

Davis, CA 95616

Program Name P.S.F. Title VI

Micro Fished

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	VE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.			3123					3123
FEB.			3123					3123
MAR.			3123					3123
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL			9369					9369

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.			2400	723			3123
FEB.			2400	723			3123
MAR.			2400	723			3123
APR.							
MAY							
JUNE							
JULY							
AUG.							
SEPT.							
TOTAL			7200	2169			9369

CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Name and Title of Authorized Official

Accountant

12-26-78
Date

Signature

Date

Principal Administrative Analyst

Date

Subgrant Signature Sheet

Title VI

Agreement/
Subgrant No. 79-416Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of CaliforniaSubgrantee
Winters Fire Protection District

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and Winters Fire Protection District hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

Program

Winters Fire Protection District

APR 3 - 1979

Address

10 Abbey Street

PETER McNAMARA, Clerk

By *Debra Conley*
Deputy

City

Winters, CA 95694

Phone

795-4131

Micro Fiched

Program Director

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on January 1, 1979

The term of the SUBGRANT shall end on March 31, 1979

The total amount of the SUBGRANT is \$10,596

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

By Signature

Name and Title

Vern Bruhn
Fire Chief

Date

1/2/79

Name and Title

ARTHUR H. EDMONDS, Chairman
Yolo County Board of Supervisors

Date

DEC 26 1979

Type name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of January, 1979, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the Winters Fire Protection District hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

Micro Filed 1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:

- (a) Compliance with plans and assurances.
- (b) Compliance with Part 98 of the Regulations.
- (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
- (d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9)).

(e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and

(f) Making maximum efforts to achieve the provisions of the plan.

Micro Fiched

2. Winters Fire Protection District is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT.

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Assurances and Certification.
- (d) Position Listing
- (e) Line Item Budget
- (f)
- (g)
- (h)
- (i)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as
3 determined by PRIME SPONSOR perform the services described in
4 the attachments listed above under Subgrant which are subject
5 to all the terms, conditions, and assurances of this SUBGRANT.

6 3. Term

7 The term of this SUBGRANT shall begin January 1, 1979,
8 and shall end March 31, 1979, as set forth in the
Micro Fished Signature Sheet. Grant funds may not, without advance written
9 approval by PRIME SPONSOR, be obligated before the beginning
10 of the term or after the ending of the term.
11

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and
14 necessary costs incurred in the performance of this contract
15 in accordance with the following:

16 (a) Total Reimbursement shall not exceed the amount of
17 \$ 10,596, as set forth on Signature Sheet.

18 (b) Payment of costs incurred in the performance of this
19 contract shall be paid on the basis of an approved
20 monthly claim as follows:

21 (1) Within ten (10) days following the completion of
22 each calendar month SUBGRANTEE shall submit to
23 PRIME SPONSOR a claim itemizing all expenditures
24 made pursuant to this subgrant during the preceding
25 month.

26 (2) The County Administrative Officer of PRIME SPONSOR,

1 or his designee, shall review that claim, may review
2 the records, books of account, trial balance and
3 vouchers of SUBGRANTEE, and shall approve the claim
4 to the extent that SUBGRANTEE has incurred reasonable
5 and necessary costs pursuant to this subgrant,
6 including the Budget Schedules attached ^{Micro Fiched} hereto.

7 (3) To the extent permitted by the Federal Government,
8 the County Administrative Officer or his designee
9 may approve in advance of working capital to SUB-
10 GRANTEE. Each advance of working capital shall be
11 made on application in writing by SUBGRANTEE. Each
12 approval shall be in writing and shall set forth
13 the terms for repayment. Repayment shall be offset
14 against amounts payable on monthly claims. The
15 terms of repayment may be modified by written order
16 of the County Administrative Officer or his designee.
17 Upon termination of this subgrant any unpaid advances
18 shall be offset against any remaining payments to
19 SUBGRANTEE. Any advances exceeding remaining pay-
20 ments shall be repaid to PRIME SPONSOR immediately.

21 (c) Reasonable and necessary costs shall be determined by
22 PRIME SPONSOR in accordance with the requirements of the
23 United States Department of Labor and the United States
24 OMB, Circulars A-87 and A-102, and any additional
25 requirements or procedures established by PRIME SPONSOR.

26 (d) It is expressly understood by PRIME SPONSOR and

1 SUBGRANTEE that PRIME SPONSOR has made applications to the
2 United States Department of Labor for a grant of funds
3 under the Comprehensive Employment and Training Act of
4 1973, as amended, for the purpose of funding services
5 under this contract and that PRIME SPONSOR is not
6 obligated to provide funds to SUBGRANTEE and SUBGRANTEE
7 is not obligated to provide services under the contract
8 Micro Fished until such funds are available to PRIME SPONSOR by the
9 Department of Labor.

10 (e) Approved claims shall be paid only from funds granted to
11 PRIME SPONSOR by the U. S. Department of Labor.

12 5. Records, Audit, Inspection

13 (a) Establishment and Maintenance of Records

14 The SUBGRANTEE shall maintain records, including but not
15 limited to books, financial records, supporting docu-
16 ments, statistical records, personnel, property and all
17 other pertinent records sufficient to reflect properly,

18 (a) all direct and indirect costs whatsoever nature
19 claimed to have been incurred and anticipated to be con-
20 current to perform this contract, and (b) all other
21 matters covered by this SUBGRANT for which the mainten-
22 ance and retention of records is required by law,
23 including but not limited to U.S. OMB Circulars No.
24 A-87 and No. A-102, and regulations of the U.S. Department
25 of Labor, including but not limited to 29 CFR & 98.18.
26 The obligation to maintain and preserve records shall not

1 be diminished by any instructions or advice given by
2 PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable
3 written reports to PRIME SPONSOR.

4 (b) Preservation of Records

5 SUBGRANTEE shall preserve and make available its records
6 related to this SUBGRANT (a) until the expiration of
7 three (3) years from the date of final payment to
8 SUBGRANTEE under this SUBGRANT (b) for such longer period,
9 if any, as required by applicable law. Micro Fished

10 If this SUBGRANT is terminated, the records
11 relating to this SUBGRANT shall be preserved
12 and made available for a period of three (3)
13 years from the date of any resulting final
14 settlement.

15 (c) Accounting by SUBGRANTEE

16 SUBGRANTEE shall establish and maintain at all times, on
17 a current basis in conjunction with the Program, an
18 adequate accrued accounting system covering all costs,
19 items and expenditures with respect to the Program, in
20 accordance with generally accepted accounting principles
21 and standards, and in accordance with requirements of the
22 Federal Government and any PRIME SPONSOR requirements as
23 set forth in the SUBGRANTEES' Fiscal Activities Manual.

24 (d) Examination of Records and Facilities

25 At any time during normal business hours, PRIME SPONSOR
26 or duly authorized representative thereof, shall until

Micro Fiched

expiration of three (3) years after final payment under this SUBGRANT have access to and the right to examine its offices, and facilities engaged in performance of this SUBGRANT and all its records with respect to all matters covered by this SUBGRANT, including the right to audit, examine and make excerpts of transcripts and from such records to make audit of all contracts and subcontracts, invoices, payrolls, records or personnel conditions of employment, material and all other data relating to matters covered by the SUBGRANT.

(e) Documentation of Cost

All cost shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature of propriety of the charge. All checks, payrolls, accounting documents, pertaining in whole or part of this contract shall be clearly identified and readily accessible.

6. Suspension of Disallowance of Payments

PRIME SPONSOR may at any time elect to offset against, suspend, or disallow payment to SUBGRANTEE in whole or part or to demand repayment under this agreement in the event of any of the following occurrences, to wit:

- (a) If SUBGRANTEE (with knowledge) shall have made any misrepresentation of any nature with respect to any information or data furnished to PRIME SPONSOR in

1 connection with Program.

- 2 (b) If SUBGRANTEE is in default under any provisions of this
3 agreement.
- 4 (c) If SUBGRANTEE maintains a pattern of discrimination.
- 5 (d) If SUBGRANTEE incurs unreasonable administrative costs
6 in the conduct of activities and program.
- 7 (e) If the SUBGRANTEE fails to comply with any other terms
8 and conditions of this SUBGRANT.
- 9 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports
10 which are incorrect or incomplete in any material
11 respect.

12 7. Termination of SUBGRANT

Micro Fished

13 (a) With Cause

14 PRIME SPONSOR may terminate the SUBGRANT in the following
15 instances by giving written notice to the SUBGRANTEE at
16 least five (5) days prior to the effective termination
17 date stated in the notice:

- 18 (1) If through any cause SUBGRANTEE shall fail to ful-
19 fill in timely and proper manner its obligations
20 under this Agreement.
- 21 (2) If SUBGRANTEE shall violate any of the covenants
22 or stipulations of this Agreement.
- 23 (3) If the grant from the U. S. Department of Labor
24 under which this Agreement is made is terminated.
- 25 (4) If SUBGRANTEE is unable or unwilling to comply with
26 such additional conditions as may be lawfully applied

1
2
3
4
5
6
7
8 Micro Fisher
9

by the U. S. Department of Labor to the grant under which this Agreement is made. SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purposes of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

10 (b) Without Cause

11 PRIME SPONSOR may terminate this SUBGRANT at any time by
12 giving written notice to SUBGRANTEE of such termination
13 and specifying the effective date thereof, at least 30
14 days before the effective date of such termination. If
15 the SUBGRANT is terminated by PRIME SPONSOR as provided
16 herein, SUBGRANTEE will be paid an amount which the same
17 ratio to the total compensation as the services actually
18 performed bear to the total services of SUBGRANTEE
19 covered by this SUBGRANT, less payments of compensation
20 previously made.

21 8. Severability of Provisions

22 If any provisions of this SUBGRANT are held invalid, the re-
23 mainder of this SUBGRANT shall not be affected thereby, in
24 such remainder would then continue to conform to terms and
25 requirements of applicable law.
26

///

1 9. Exculpatory Clause

2 SUBGRANTEE shall indemnify and hold harmless and defend PRIME
3 SPONSOR, its officers, employees and agents from and against
4 all claims, losses, liabilities, or damages, including attorney
5 fees, arising out of or resulting from the performance of this
6 Agreement, caused in whole or in part by any negligent act or
7 omission of SUBGRANTEE or anyone directly or indirectly
8 employed by SUBGRANTEE, regardless of whether or not it is
9 caused in part by a party indemnified hereunder. Micro Fished

10 10. Legal Relationship

11 (a) It is herein understood and agreed that SUBGRANTEE is an
12 independent contractor and that no relationship of
13 employer-employee exists between the parties hereto.
14 That SUBGRANTEE shall not be entitled to any benefits
15 available to employees of PRIME SPONSOR. That PRIME
16 SPONSOR is not required to make any deductions from the
17 compensation payable to SUBGRANTEE under the provisions
18 of this Agreement; that as an independent contractor, .
19 SUBGRANTEE thereby holds PRIME SPONSOR harmless from any
20 and all claims that may be made against PRIME SPONSOR
21 based upon any contention by any third party that an
22 employer-employee relationship exists by reason of this
23 Agreement.

24 (b) It is further understood and agreed by the parties hereto
25 that SUBGRANTEE in the performance of its obligations
26 hereunder is subject to the control or direction of PRIME

1 SPONSOR merely as to the result to be accomplished by the
2 services herein agreed to be rendered and performed and
3 not as to the means and methods for accomplishing the
4 result.

5 (c) If, in the performance of this Agreement, any third
6 persons are employed as employees of SUBGRANTEE, such
7 persons shall be employed by and shall be entirely and
8 exclusively under direction, supervision and control of
9 Micro Fished Agreement nor any Agreement pursuant hereto shall
10 obligate the Federal Government to enter into any
11 Agreement with SUBGRANTEE or any other entity for Federal
12 financial assistance in connection with this Agreement;
13 or for the planning or undertaking of any work element
14 not included in this Agreement. Any such agreement will
15 be entered into at the sole discretion of the Federal
16 Government.

17 11. Monthly Report

18 SUBGRANTEE shall be responsible for filing monthly reports
19 with PRIME SPONSOR. Each report shall be made on forms
20 approved by PRIME SPONSOR and shall contain all data and
21 information concerning both quality and quantity of program
22 performance required by PRIME SPONSOR. Each report shall set
23 forth the extent to which the Program Performance Goals have
24 been met and shall explain in detail the reasons any such
25 plans have not been met. Each report shall set forth the
26 extent expenditures exceed a prorata portion of the entire

1 budget category for the term of this program and shall explain
2 in detail the reasons for such excess.

3 12. Procedures for Corrective Action

- 4 (a) Whenever the County Administrative Officer of PRIME
5 SPONSOR determines in the manner set forth herein that
6 SUBGRANTEE has failed to comply with any provision of
7 this SUBGRANT, the County Administraive Officer may
8 order corrective action. Micro Fished
- 9 (b) Before making such an order, the County Administrative
10 Officer or his designee shall give SUBGRANTEE ten (10)
11 days' written notice setting forth the nature of SUB-
12 GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE
13 and its officers or responsible employees may have an
14 opportunity to meet with the County Administrative
15 Officer or PRIME SPONSOR or his designee for the purposes
16 of considering the need for and nature of corrective
17 action.
- 18 (c) An order for corrective action shall be in writing and
19 shall set forth specific directions for corrective action,
20 a detailed timetable for implementing the specific
21 directions for reporting to PRIME SPONSOR as to
22 implementation. The order shall be served on SUBGRANTEE.
- 23 (d) If SUBGRANTEE shall fail to implement an order for
24 corrective action, or if it shall fail to do so within
25 the timetable set for implementation, the County
26 Administrative Officer of the PRIME SPONSOR may recommend

1 that the Governing Body suspend payments hereunder or
2 terminate this SUBGRANT.

- 3 (e) If SUBGRANTEE shall fail to comply with the administrative
4 requirements of this SUBGRANT, such as those requiring
5 the timely submission of all periodic reports, and if
6 such failure shall not be suggestive of other apparent
7 misfeasance, malfeasance, or nonfeasance, the County
8 Administrative Officer shall be empowered, without con-
9 Micro Fished sultation with the Governing Body, to suspend or delay
10 any and all payments under this SUBGRANT until such
11 failure is rectified.

12 13. Property

- 13 (a) Any property acquired by SUBGRANTEE pursuant to this
14 Agreement shall be governed by the provisions of
15 Attachment N of OMB Circular No. A-102 and SUBGRANTEE
16 shall be subject to the obligations of grantee set
17 forth therein, and as between PRIME SPONSOR and SUB-
18 GRANTEE, PRIME SPONSOR shall have all the rights of
19 grantee agency set forth therein. Generally it is
20 expected that grant property will be retained and used
21 throughout its useful life in the grant program for
22 which it was acquired or if that program is terminated,
23 or if the property is no longer needed in the program,
24 in any other similar program of SUBGRANTEE, or PRIME
25 SPONSOR.
26 (b) The SUBGRANTEE'S Property Standards of Non-Expendable

1 Personal Property shall include the following procedural
2 requirements:

- 3 (1) Property records shall be maintained accurately and
4 provided for: A description of the property, manu-
5 facturer's serial number or other identification
6 number, acquisition data and cost, source of the
7 property, use and condition of property. Micro Fished
8 (2) Physical inventory of property shall be taken and
9 the result reconciled with the property records
10 at least once a year to verify the existence,
11 current utilization, and continued need for property.
12 (3) Adequate maintenance procedures shall be implemented
13 to keep property in good condition.
14 (4) A control system shall be in effect to insure
15 adequate safeguards to prevent loss, damage, or
16 theft to property. Any loss, damage or theft of
17 non-expendable properties shall be investigated
18 and fully documented.

19 14. Contingent Fee

20 SUBGRANTEE warrants that no person, selling agency or other
21 organization has been employed or retained to solicit or
22 secure this agreement upon an agreement or understanding for
23 commission, percentage, brokerage, or contingency fee. For
24 breach or violation of this covenant the PRIME SPONSOR shall
25 have the right to annul this agreement without liability or,
26 at its discretion, to deduct from the compensation or otherwise

1 recover, the full amount of such commission, percentage,
2 brokerage, or contingency fee.

3 15. Laws

4 SUBGRANTEE shall comply with all the applicable laws, decisions,
5 statutes, regulations and ordinances of the United States,
6 the State of California, and local governments.

7 16. Rights

8 SUBGRANTEE agrees to and does hereby grant to the Federal
9 Government a royalty-free, non-exclusive and irrevocable
10 Micro Fished license throughout the world of government purposes to publish,
11 translate, reproduce, and otherwise use and dispose of, and to
12 authorize others to do so, all data, including reports,
13 patents, copyrights, drawings, blueprints, and technical
14 information resulting from the performance of the work under
15 this SUBGRANT. SUBGRANTEE will not include copyrighted
16 matter in the material furnished under this agreement without
17 written permission from the copyright owner. The SUBGRANTEE
18 further agrees that in the performance of this SUBGRANT no
19 person having interest that would conflict with the performance
20 of this SUBGRANT shall be employed.

21 17. Right to Reuse

22 If, under the provisions of this SUBGRANT, SUBGRANTEE develops
23 any systems analysis products, models, electronic data
24 processing systems, software and related services, SUBGRANTEE
25 agrees that the methods, materials, logic, and systems
26 developed pursuant to this SUBGRANT shall be the property of

1 PRIME SPONSOR, and be used as PRIME SPONSOR sees fit,
2 including the right to reuse and publish the same without
3 limitation.

4 18. Personnel

- 5 (a) SUBGRANTEE represents that he has, or will secure at his
6 own expense, all personnel required in performing the
7 services under this SUBGRANT. Such personnel shall not
8 be employees of or have any contractual relationship
9 with PRIME SPONSOR. Micro Fished
10 (b) All of the services hereunder will be performed by
11 SUBGRANTEE or under his/her supervision, and all personnel
12 engaged in the work shall be fully qualified and shall be
13 authorized under State and local law to perform such
14 services.
15 (c) None of the work or services covered by this SUBGRANT
16 shall be subcontracted without the prior written approval
17 of PRIME SPONSOR.
18 (d) SUBGRANTEE may not terminate, layoff, or reduce the
19 working hours of an employee in anticipation of hiring
20 an individual with funds available under Title VI. In
21 addition, no participant shall be used to fill positions
22 or provide services normally provided by temporary,
23 part-time, or seasonal workers or contracted out, or to
24 fill full-time vacancies. SUBGRANTEE shall not hire any
25 person into any job funded under Title VI when any other
26 person is on lay-off from the same or any substantially

1 25. Nepotism

2 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall
3 hire, or cause or allow to be hired, a person into an
4 administrative capacity, staff position or public service
5 employment position funded under CETA, if a member of his or
6 her immediate family is employed in an administrative capacity
7 for the PRIME SPONSOR, SUBGRANTEE or any employing contractor.
8 However, where a state of local statute regarding nepotism
9 exists which is more restrictive than the policy, the eligible
10 applicant should follow the State of local statute in lieu of
11 the policy.

Micro Fished

- 12 (a) The term "member of the immediate family" includes: wife,
13 husband, son, daughter, mother, father, brother,
14 brother-in-law, sister, sister-in-law, father-in-law,
15 mother-in-law, aunt, uncle, neice, nephew, step-parent,
16 and step-child.
- 17 (b) The term "Administrative capacity" includes those persons
18 who have overall administrative responsibility for a
19 program, including all elected and appointed officials
20 who have any responsibility for the obtaining of and/or
21 approval of any grant funded under the Act, such as
22 members of the PRIME SPONSOR Planning Council, other
23 officials who have an influence or control over the
24 administration of the program, as set forth in 29 CFR §
25 98.22(b)(3).
- 26 (c) The term "staff position" includes all CETA staff

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

21. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

///

1 25. Nepotism

2 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall
3 hire, or cause or allow to be hired, a person into an
4 administrative capacity, staff position or public service
5 employment position funded under CETA, if a member of his or
6 her immediate family is employed in an administrative capacity
7 for the PRIME SPONSOR, SUBGRANTEE or any employing contractor.
8 However, where a state of local statute regarding nepotism
9 exists which is more restrictive than the policy, the eligible
10 applicant should follow the State of local statute in lieu of
11 the policy.

Micro Fished

12 (a) The term "member of the immediate family" includes: wife,
13 husband, son, daughter, mother, father, brother,
14 brother-in-law, sister, sister-in-law, father-in-law,
15 mother-in-law, aunt, uncle, neice, nephew, step-parent,
16 and step-child.

17 (b) The term "Administrative capacity" includes those persons
18 who have overall administrative responsibility for a
19 program, including all elected and appointed officials
20 who have any responsibility for the obtaining of and/or
21 approval of any grant funded under the Act, such as
22 members of the PRIME SPONSOR Planning Council, other
23 officials who have an influence or control over the
24 administration of the program, as set forth in 29 CFR §
25 98.22(b)(3).

26 (c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

29. Insurance

Micro Fished

SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT

No. 73-416.

COUNTY OF YOLO, PRIME SPONSOR

Arthur H. Edmonds
(Signature of Authorized Officer)

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

Micro Fished

Winters Fire Protection District
(Legal Name of SUBGRANTEE)

Vermon C. Brub
(Signature of Authorized Officer)

11/2 1979 Fire Chief

(Title of Authorized Officer)

(Corporate Seal)

///

///

///

///

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

Micro Fished

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

Micro Fished

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

Micro Fished

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

Micro Fished

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

B. Additional Assurances for Title I Programs

Micro Fished

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

Micro Fished

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c) (4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate exceeds except where exempt under section 604 of the Act (sections 205(c) (6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c) (7)).

Micro Fished

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c) (8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c) (9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c) (17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c) (18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c) (19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c) (21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c) (22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c) (23)).

Micro Fished

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205 (c) (24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c) (24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

Micro Fiched

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

Micro Fiched

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

Arthur H. Edmonds
(Signature of Authorized Officer)

Micro Flohed

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

Winters Fire Protection District
(Legal Name of Subgrantee)

11/2 1979

Vernon C. Brubaker
(Signature of Authorized Officer)

Fire Chief
(Title of Authorized Officer)

POSITION LISTING

TITLE VI

WINTERS FIRE PROTECTION DISTRICT

	<u>Positions</u>	<u>Salary</u> <u>1-1-79 to 3-31-79</u>	<u>Benefits</u>	<u>Total</u>
Four	Firefighters	<u>\$ 9,480</u>	<u>\$ 1,116</u>	<u>\$ 10,596</u>

Micro Fished

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION

Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE VI OPERATING BUDGET

☒ ORIGINAL ☐ REVISION NO. _____

DATE _____

Subgrantee Name and Address:
Winters Fire Protection District
10 Abbey Street
Winters, CA 95694

Contact Person _____
Phone 795-4131 Contract No. _____
Period: From 1-1-79 To 3-31-79
Program Name PSE Title VI Micro Fished

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.			3,532					3,532
FEB.			3,532					3,532
MAR.			3,532					3,532
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL			10,596					10,596

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.			3,160	372			3,532
FEB.			3,160	372			3,532
MAR.			3,160	372			3,532
APR.							
MAY							
JUNE							
JULY							
AUG.							
SEPT.							
TOTAL			9,480	1,116			10,596

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

VERNON C. BRUGHAN
Name and Title of Authorized Official
Signature
Date 11/17/78

Jack A. Brown
Accountant
Signature
Date 12-26-78
Principal Administrative Analyst
Signature
Date 12-26-78

COUNTY OF YOLO

Subgrant Signature Sheet

Title VIAgreement/
Subgrant No. 78-417Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of CaliforniaSubgrantee
Yolo County Housing Authority

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and Yolo County Housing Authority hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

Program

Yolo County Housing Authority

Address

Micro Fished

P. O. Box 57

City

Phone

Woodland, CA 95695

662-5428

Program Director

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on January 1, 1979The term of the SUBGRANT shall end on March 31, 1979The total amount of the SUBGRANT is \$ 27,462

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

X By Signature

Name and Title

Date

Name and Title

Date

Ross Parker
Executive Director

ARTHUR H. EDMONDS, Chairman
Yolo County Board of Supervisors

DEC 26 1978

Type name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of January, 1979, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the Yolo County Housing Authority hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Micro Fiched

Recitals

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 98 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

occupational development or upward mobility of every participant (Secs. 101 and 703 (9)).

- (e) Advising all participants of their rights and responsibilities prior to entering the program and granting the opportunity for an informal hearing as provided in §98.26; and
- (f) Making maximum efforts to achieve the provisions of the plan.

2. Yolo County Housing Authority ^{Micro Fished} is by virtue of this agreement a SUBGRANTEE of County under CETA, within the jurisdiction of County, and desires to operate a program strictly in accordance with that statute and this SUBGRANT

Agreements

1. Subgrant

This SUBGRANT sets forth the terms and conditions of a SUBGRANT between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists of the following:

- (a) This SUBGRANT.
- (b) Signature Sheet.
- (c) Assurances and Certification.
- (d) Position Listing
- (e) Line Item Budget
- (f)
- (g)
- (h)
- (i)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as
3 determined by PRIME SPONSOR perform the services described in
4 the attachments listed above under Subgrant which are subject
5 to all the terms, conditions, and assurances of this SUBGRANT.

6 3. Term

Micro Fished

7 The term of this SUBGRANT shall begin January 1, 1979,
8 and shall end March 31, 1979, as set forth in the
9 Signature Sheet. Grant funds may not, without advance written
10 approval by PRIME SPONSOR, be obligated before the beginning
11 of the term or after the ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and
14 necessary costs incurred in the performance of this contract
15 in accordance with the following:

16 (a) Total Reimbursement shall not exceed the amount of
17 \$ 27,462, as set forth on Signature Sheet.

18 (b) Payment of costs incurred in the performance of this
19 contract shall be paid on the basis of an approved
20 monthly claim as follows:

21 (1) Within ten (10) days following the completion of
22 each calendar month SUBGRANTEE shall submit to
23 PRIME SPONSOR a claim itemizing all expenditures
24 made pursuant to this subgrant during the preceding
25 month.

26 (2) The County Administrative Officer of PRIME SPONSOR,

1 or his designee, shall review that claim, may review
2 the records, books of account, trial balance and
3 vouchers of SUBGRANTEE, and shall approve the claim
4 to the extent that SUBGRANTEE has incurred reasonable
5 and necessary costs pursuant to this subgrant,
6 including the Budget Schedules attached hereto. ^{Micro Fighed}

7 (3) To the extent permitted by the Federal Government,
8 the County Administrative Officer or his designee
9 may approve in advance of working capital to SUB-
10 GRANTEE. Each advance of working capital shall be
11 made on application in writing by SUBGRANTEE. Each
12 approval shall be in writing and shall set forth
13 the terms for repayment. Repayment shall be offset
14 against amounts payable on monthly claims. The
15 terms of repayment may be modified by written order
16 of the County Administrative Officer or his designee.
17 Upon termination of this subgrant any unpaid advances
18 shall be offset against any remaining payments to
19 SUBGRANTEE. Any advances exceeding remaining pay-
20 ments shall be repaid to PRIME SPONSOR immediately.

21 (c) Reasonable and necessary costs shall be determined by
22 PRIME SPONSOR in accordance with the requirements of the
23 United States Department of Labor and the United States
24 OMB, Circulars A-87 and A-102, and any additional
25 requirements or procedures established by PRIME SPONSOR.

26 (d) It is expressly understood by PRIME SPONSOR and

1 SUBGRANTEE that PRIME SPONSOR has made applications to the
2 United States Department of Labor for a grant of funds
3 under the Comprehensive Employment and Training Act of
4 1973, as amended, for the purpose of funding services
5 under this contract and that PRIME SPONSOR is not
6 obligated to provide funds to SUBGRANTEE and SUBGRANTEE
7 is not obligated to provide services under the contract
8 until such funds are available to PRIME SPONSOR by the
9 Department of Labor.

Micro Fished

- 10 (e) Approved claims shall be paid only from funds granted to
11 PRIME SPONSOR by the U. S. Department of Labor.

12 5. Records, Audit, Inspection

13 (a) Establishment and Maintenance of Records

14 The SUBGRANTEE shall maintain records, including but not
15 limited to books, financial records, supporting docu-
16 ments, statistical records, personnel, property and all
17 other pertinent records sufficient to reflect properly,

18 (a) all direct and indirect costs whatsoever nature
19 claimed to have been incurred and anticipated to be con-
20 current to perform this contract, and (b) all other
21 matters covered by this SUBGRANT for which the mainten-
22 ance and retention of records is required by law,

23 including but not limited to U.S. OMB Circulars No.

24 A-87 and No. A-102, and regulations of the U.S. Department
25 of Labor, including but not limited to 29 CFR & 98.18.

26 The obligation to maintain and preserve records shall not

1 be diminished by any instructions or advice given by
2 PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable
3 written reports to PRIME SPONSOR.

4 (b) Preservation of Records

5 SUBGRANTEE shall preserve and make available its records
6 related to this SUBGRANT (a) until the expiration of
7 three (3) years from the date of final payment to
8 SUBGRANTEE under this SUBGRANT (b) for such longer period,
9 if any, as required by applicable law.

10 If this SUBGRANT is terminated, the records Micro Fiched
11 relating to this SUBGRANT shall be preserved
12 and made available for a period of three (3)
13 years from the date of any resulting final
14 settlement.

15 (c) Accounting by SUBGRANTEE

16 SUBGRANTEE shall establish and maintain at all times, on
17 a current basis in conjunction with the Program, an
18 adequate accrued accounting system covering all costs,
19 items and expenditures with respect to the Program, in
20 accordance with generally accepted accounting principles
21 and standards, and in accordance with requirements of the
22 Federal Government and any PRIME SPONSOR requirements as
23 set forth in the SUBGRANTEES' Fiscal Activities Manual.

24 (d) Examination of Records and Facilities

25 At any time during normal business hours, PRIME SPONSOR
26 or duly authorized representative thereof, shall until

1 expiration of three (3) years after final payment under
2 this SUBGRANT have access to and the right to examine its
3 offices, and facilities engaged in performance of this
4 SUBGRANT and all its records with respect to all matters
5 covered by this SUBGRANT, including the right to audit,
6 examine and make excerpts of transcripts and from such
7 records to make audit of all contracts and subcontracts,
8 invoices, payrolls, records or personnel conditions of
9 employment, material and all other data relating to
10 matters covered by the SUBGRANT.

Micro Fished

11 (e) Documentation of Cost

12 All cost shall be supported by properly executed payrolls,
13 time records, invoices, contracts, or vouchers or other
14 official documentation evidencing in proper detail the
15 nature of propriety of the charge. All checks, payrolls,
16 accounting documents, pertaining in whole or part of this
17 contract shall be clearly identified and readily
18 accessible.

19 6. Suspension of Disallowance of Payments

20 PRIME SPONSOR may at any time elect to offset against, suspend,
21 or disallow payment to SUBGRANTEE in whole or part or to de-
22 mand repayment under this agreement in the event of any of the
23 following occurrences, to wit:

- 24 (a) If SUBGRANTEE (with knowledge) shall have made any mis-
25 representation of any nature with respect to any
26 information or data furnished to PRIME SPONSOR in

1 connection with Program.

2 (b) If SUBGRANTEE is in default under any provisions of this
3 agreement.

4 (c) If SUBGRANTEE maintains a pattern of discrimination.

5 (d) If SUBGRANTEE incurs unreasonable administrative costs
6 in the conduct of activities and program.

7 (e) If the SUBGRANTEE fails to comply with any other terms
8 and conditions of this SUBGRANT. *Micro Fished*

9 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports
10 which are incorrect or incomplete in any material
11 respect.

12 7. Termination of SUBGRANT

13 (a) With Cause

14 PRIME SPONSOR may terminate the SUBGRANT in the following
15 instances by giving written notice to the SUBGRANTEE at
16 least five (5) days prior to the effective termination
17 date stated in the notice:

18 (1) If through any cause SUBGRANTEE shall fail to ful-
19 fill in timely and proper manner its obligations
20 under this Agreement.

21 (2) If SUBGRANTEE shall violate any of the covenants
22 or stipulations of this Agreement.

23 (3) If the grant from the U. S. Department of Labor
24 under which this Agreement is made is terminated.

25 (4) If SUBGRANTEE is unable or unwilling to comply with
26 such additional conditions as may be lawfully applied

1 by the U. S. Department of Labor to the grant under
2 which this Agreement is made. SUBGRANTEE shall not
3 be relieved of liability to PRIME SPONSOR for
4 damages sustained by PRIME SPONSOR by virtue of
5 any breach of the Agreement by SUBGRANTEE and PRIME
6 SPONSOR may withhold any reimbursement to SUBGRANTEE
7 for the purposes of setoff until such time as the
8 exact amount of damages due PRIME SPONSOR from
9 SUBGRANTEE is agreed upon or otherwise determined.

10 (b) Without Cause

Micro Fished

11 PRIME SPONSOR may terminate this SUBGRANT at any time by
12 giving written notice to SUBGRANTEE of such termination
13 and specifying the effective date thereof, at least 30
14 days before the effective date of such termination. If
15 the SUBGRANT is terminated by PRIME SPONSOR as provided
16 herein, SUBGRANTEE will be paid an amount which the same
17 ratio to the total compensation as the services actually
18 performed bear to the total services of SUBGRANTEE
19 covered by this SUBGRANT, less payments of compensation
20 previously made.

21 8. Severability of Provisions

22 If any provisions of this SUBGRANT are held invalid, the re-
23 mainder of this SUBGRANT shall not be affected thereby, in
24 such remainder would then continue to conform to terms and
25 requirements of applicable law.

26 ///

1 9. Exculpatory Clause

2 SUBGRANTEE shall indemnify and hold harmless and defend PRIME
3 SPONSOR, its officers, employees and agents from and against
4 all claims, losses, liabilities, or damages, including attorney
5 fees, arising out of or resulting from the performance of this
6 Agreement, caused in whole or in part by any negligent act or
7 omission of SUBGRANTEE or anyone directly or indirectly
8 employed by SUBGRANTEE, regardless of whether or not it is
9 caused in part by a party indemnified hereunder.

Micro Fished

10 10. Legal Relationship

- 11 (a) It is herein understood and agreed that SUBGRANTEE is an
12 independent contractor and that no relationship of
13 employer-employee exists between the parties hereto.
14 That SUBGRANTEE shall not be entitled to any benefits
15 available to employees of PRIME SPONSOR. That PRIME
16 SPONSOR is not required to make any deductions from the
17 compensation payable to SUBGRANTEE under the provisions
18 of this Agreement; that as an independent contractor,
19 SUBGRANTEE thereby holds PRIME SPONSOR harmless from any
20 and all claims that may be made against PRIME SPONSOR
21 based upon any contention by any third party that an
22 employer-employee relationship exists by reason of this
23 Agreement.
- 24 (b) It is further understood and agreed by the parties hereto
25 that SUBGRANTEE in the performance of its obligations
26 hereunder is subject to the control or direction of PRIME

1 SPONSOR merely as to the result to be accomplished by the
2 services herein agreed to be rendered and performed and
3 not as to the means and methods for accomplishing the
4 result.

Micro Fished

5 (c) If, in the performance of this Agreement, any third
6 persons are employed as employees of SUBGRANTEE, such
7 persons shall be employed by and shall be entirely and
8 exclusively under direction, supervision and control of
9 Agreement nor any Agreement pursuant hereto shall
10 obligate the Federal Government to enter into any
11 Agreement with SUBGRANTEE or any other entity for Federal
12 financial assistance in connection with this Agreement;
13 or for the planning or undertaking of any work element
14 not included in this Agreement. Any such agreement will
15 be entered into at the sole discretion of the Federal
16 Government.

17 11. Monthly Report

18 SUBGRANTEE shall be responsible for filing monthly reports
19 with PRIME SPONSOR. Each report shall be made on forms
20 approved by PRIME SPONSOR and shall contain all data and
21 information concerning both quality and quantity of program
22 performance required by PRIME SPONSOR. Each report shall set
23 forth the extent to which the Program Performance Goals have
24 been met and shall explain in detail the reasons any such
25 plans have not been met. Each report shall set forth the
26 extent expenditures exceed a prorata portion of the entire

1 budget category for the term of this program and shall explain
2 in detail the reasons for such excess.

3 12. Procedures for Corrective Action

- 4 (a) Whenever the County Administrative Officer of PRIME
5 SPONSOR determines in the manner set forth herein that
6 SUBGRANTEE has failed to comply with any provision of
7 this SUBGRANT, the County Administrative Officer may
8 order corrective action. Micro Flohed
- 9 (b) Before making such an order, the County Administrative
10 Officer or his designee shall give SUBGRANTEE ten (10)
11 days' written notice setting forth the nature of SUB-
12 GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE
13 and its officers or responsible employees may have an
14 opportunity to meet with the County Administrative
15 Officer or PRIME SPONSOR or his designee for the purposes
16 of considering the need for and nature of corrective
17 action.
- 18 (c) An order for corrective action shall be in writing and
19 shall set forth specific directions for corrective action,
20 a detailed timetable for implementing the specific
21 directions for reporting to PRIME SPONSOR as to
22 implementation. The order shall be served on SUBGRANTEE.
- 23 (d) If SUBGRANTEE shall fail to implement an order for
24 corrective action, or if it shall fail to do so within
25 the timetable set for implementation, the County
26 Administrative Officer of the PRIME SPONSOR may recommend

1 that the Governing Body suspend payments hereunder or
2 terminate this SUBGRANT.

- 3 (e) If SUBGRANTEE shall fail to comply with the administrative
4 requirements of this SUBGRANT, such as those requiring
5 the timely submission of all periodic reports, and if
6 such failure shall not be suggestive of other apparent
7 misfeasance, malfeasance, or nonfeasance, the County
8 Administrative Officer shall be empowered, without con-
9 sultation with the Governing Body, to suspend or delay
10 any and all payments under this SUBGRANT until such
11 failure is rectified.

Micro Fished

12 13. Property

- 13 (a) Any property acquired by SUBGRANTEE pursuant to this
14 Agreement shall be governed by the provisions of
15 Attachment N of OMB Circular No. A-102 and SUBGRANTEE
16 shall be subject to the obligations of grantee set
17 forth therein, and as between PRIME SPONSOR and SUB-
18 GRANTEE, PRIME SPONSOR shall have all the rights of
19 grantee agency set forth therein. Generally it is
20 expected that grant property will be retained and used
21 throughout its useful life in the grant program for
22 which it was acquired or if that program is terminated,
23 or if the property is no longer needed in the program,
24 in any other similar program of SUBGRANTEE, or PRIME
25 SPONSOR.

- 26 (b) The SUBGRANTEE'S Property Standards of Non-Expendable

1 Personal Property shall include the following procedural
2 requirements:

- 3 (1) Property records shall be maintained accurately and
4 provided for: A description of the property, manu-
5 facturer's serial number or other identification
6 number, acquisition data and cost, source of the
7 property, use and condition of property. Micro Fished
8 (2) Physical inventory of property shall be taken and
9 the result reconciled with the property records
10 at least once a year to verify the existence,
11 current utilization, and continued need for property.
12 (3) Adequate maintenance procedures shall be implemented
13 to keep property in good condition.
14 (4) A control system shall be in effect to insure
15 adequate safeguards to prevent loss, damage, or
16 theft to property. Any loss, damage or theft of
17 non-expendable properties shall be investigated
18 and fully documented.

19 14. Contingent Fee

20 SUBGRANTEE warrants that no person, selling agency or other
21 organization has been employed or retained to solicit or
22 secure this agreement upon an agreement or understanding for
23 commission, percentage, brokerage, or contingency fee. For
24 breach or violation of this covenant the PRIME SPONSOR shall
25 have the right to annul this agreement without liability or,
26 at its discretion, to deduct from the compensation or otherwise

1 recover, the full amount of such commission, percentage,
2 brokerage, or contingency fee.

3 15. Laws

4 SUBGRANTEE shall comply with all the applicable laws, decisions,
5 statutes, regulations and ordinances of the United States,
6 the State of California, and local governments. Micro Fished

7 16. Rights

8 SUBGRANTEE agrees to and does hereby grant to the Federal
9 Government a royalty-free, non-exclusive and irrevocable
10 license throughout the world of government purposes to publish,
11 translate, reproduce, and otherwise use and dispose of, and to
12 authorize others to do so, all data, including reports,
13 patents, copyrights, drawings, blueprints, and technical
14 information resulting from the performance of the work under
15 this SUBGRANT. SUBGRANTEE will not include copyrighted
16 matter in the material furnished under this agreement without
17 written permission from the copyright owner. The SUBGRANTEE
18 further agrees that in the performance of this SUBGRANT no
19 person having interest that would conflict with the performance
20 of this SUBGRANT shall be employed.

21 17. Right to Reuse

22 If, under the provisions of this SUBGRANT, SUBGRANTEE develops
23 any systems analysis products, models, electronic data
24 processing systems, software and related services, SUBGRANTEE
25 agrees that the methods, materials, logic, and systems
26 developed pursuant to this SUBGRANT shall be the property of

1 PRIME SPONSOR, and be used as PRIME SPONSOR sees fit,
2 including the right to reuse and publish the same without
3 limitation.

4 18. Personnel

- 5 (a) SUBGRANTEE represents that he has, or will secure at his
6 own expense, all personnel required in performing the
7 services under this SUBGRANT. Such personnel shall not
8 be employees of or have any contractual relationship
9 with PRIME SPONSOR. Micro Fished
- 10 (b) All of the services hereunder will be performed by
11 SUBGRANTEE or under his/her supervision, and all personnel
12 engaged in the work shall be fully qualified and shall be
13 authorized under State and local law to perform such
14 services.
- 15 (c) None of the work or services covered by this SUBGRANT
16 shall be subcontracted without the prior written approval
17 of PRIME SPONSOR.
- 18 (d) SUBGRANTEE may not terminate, layoff, or reduce the
19 working hours of an employee in anticipation of hiring
20 an individual with funds available under Title VI. In
21 addition, no participant shall be used to fill positions
22 or provide services normally provided by temporary,
23 part-time, or seasonal workers or contracted out, or to
24 fill full-time vacancies SUBGRANTEE shall not hire any
25 person into any job funded under Title VI when any other
26 person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

Micro Fiched

21. Waiver

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

///

1 25. Nepotism

2 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall
3 hire, or cause or allow to be hired, a person into an
4 administrative capacity, staff position or public service
5 employment position funded under CETA, if a member of his or
6 her immediate family is employed in an administrative capacity
7 for the PRIME SPONSOR, SUBGRANTEE or any employing contractor.
8 However, where a state of local statute regarding nepotism
9 exists which is more restrictive than the policy, the eligible
10 applicant should follow the State of local statute in lieu of
11 the policy. *Micro Fished*

12 (a) The term "member of the immediate family" includes: wife,
13 husband, son, daughter, mother, father, brother,
14 brother-in-law, sister, sister-in-law, father-in-law,
15 mother-in-law, aunt, uncle, neice, nephew, step-parent,
16 and step-child.

17 (b) The term "Administrative capacity" includes those persons
18 who have overall administrative responsibility for a
19 program, including all elected and appointed officials
20 who have any responsibility for the obtaining of and/or
21 approval of any grant funded under the Act, such as
22 members of the PRIME SPONSOR Planning Council, other
23 officials who have an influence or control over the
24 administration of the program, as set forth in 29 CFR §
25 98.22(b)(3).

26 (c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

Micro Fished

27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

Micro Fiched

29. Insurance

SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet. WHEREFORE, the parties have executed this SUBGRANT

No. 75-417.

x Arthur J. G. ...
(Signature of Authorized Officer)

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

Yolo County Housing Authority
(Legal Name of SUBGRANTEE)

(Signature of Authorized Officer)

19

(Title of Authorized Officer)

(Corporate Seal)

///
///
///
///

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

Micro Fished

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

Micro Fished

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

Micro Fished

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a) (1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

Micro Fished

bb. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

Micro Filmed

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c) (4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate exceeds except where exempt under section 604 of the Act (sections 205(c) (6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c) (7)).

Micro Filled

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c) (8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c) (9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c) (17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c) (18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c) (19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)). Micro Fished

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

Micro Filmed

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

Micro Fished

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

x Arthur H. Edwards
(Signature of Authorized Officer)

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

. Micro Fished

Yolo County Housing Authority
(Legal Name of Subgrantee)

19

(Signature of Authorized Officer)

Executive Director
(Title of Authorized Officer)

POSITION LISTING

TITLE IV

YOLO COUNTY HOUSING AUTHORITY

Micro Fished

	<u>Positions</u>	Salary <u>1-1-79 to</u>	Benefits <u>3-31-79</u>	<u>Total</u>
One	Administrative Clerk I	\$ 1,686	\$ 345	\$ 2,031
One	Loan Coordinator	2,499	624	3,123
Four	Maintenance I	9,108	2,994	12,102
<u>Three</u>	Maintenance II	<u>7,497</u>	<u>2,709</u>	<u>10,206</u>
Nine		<u>\$ 20,790</u>	<u>\$6,672</u>	<u>\$ 27,462</u>

CETA TITLE VI OPERATING BUDGET

☒ ORIGINAL ☐ REVISION NO. _____

DATE December 19, 1978

Subgrantee Name and Address:

Yolo County Housing Authority

P. O. Box 57

Woodland, CA 95695

Contact Person _____

Phone 662-5428

Contract No. _____

Period: From 1-1-79

To 3-31-78

Program Name P.S.E. Title VI

Micro Fished

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.								
FEB.			9154					
MAR.			9154					9154
APR.			9154					9154
MAY								9154
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL			27,462					27,462

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
CT.							
OV.							
EC.							
AN.							
EB.			6930	2224			
ER.			6930	2224			9154
PR.			6930	2224			9154
AY							
JUNE							
JULY							
UG.							
PT.							
TAL			20,790	6672			27,462

CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Signature and Title of Authorized Official _____

Accountant Jack A. Boyer

Date 12-26-78

Signature _____

Date _____

Principal Administrative Analyst James L. Martin

Date 12-26-78

COUNTY OF YOLO

Subgrant Signature Sheet

Title VIAgreement/
Subgrant No.

78-418

Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee

Yolo-Solano Air Pollution Control

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and Yolo-Solano Air Pollution Control hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

Program

Yolo-Solano Air Pollution Control

Address

JAN - 4 1979
LAURENCE P. HENIGAN, ClerkBy Michael J. Harty
Deputy

P. O. Box 1006

City

Phone

Woodland, CA 95695

666-8433

Program Director

Micro Fished

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

Micro Fished

The term of the SUBGRANT shall begin on January 1, 1979The term of the SUBGRANT shall end on March 31, 1979The total amount of the SUBGRANT is \$ 3,000

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

By Signature

Name and Title

Date

Name and Title

Date

James A. Koslow
Air Pollution Control OfficerANTHUR H. EDMONDS, Chairman
Yolo County Board of Supervisors

DEC 20 1978

Type name and Title of Authorized Officer

SUBGRANT

COUNTY OF YOLO

This SUBGRANT dated this 1st day of January, 1979, by and between the County of Yolo, a political subdivision, hereinafter called Prime Sponsor or County, and the Yolo-Solano Air Pollution Control hereinafter called SUBGRANTEE.

W I T N E S S E T H:

Recitals

Micro Fiched

1. County of Yolo is a Prime Sponsor within the meaning of the Comprehensive Employment and Training Act of 1973, as amended (PL 93-203 and PL 93-567), hereinafter referred to as CETA and as such by Code of Federal Regulations is charged with the basic responsibilities of a Prime Sponsor and the parts and sections of CETA referred to therein, which provides as follows:
 - (a) Compliance with plans and assurances.
 - (b) Compliance with Part 98 of the Regulations.
 - (c) Establish priorities for receipt of assistance authorized under the Act taking into account the priorities identified by the Secretary and the significant segments represented among the economically disadvantaged, unemployed, and underemployed residing within the jurisdiction.
 - (d) Designing program operating activities which are to the maximum extent feasible, consistent with every participant's fullest capabilities and will lead to employment opportunities enabling every participant to become economically self-sufficient, and will contribute to the

1 occupational development or upward mobility of every
2 participant (Secs. 101 and 703 (9)).

3 (e) Advising all participants of their rights and responsi-
4 bilities prior to entering the program and granting the
5 opportunity for an informal hearing as provided in §98.26;
6 and

7 (f) Making maximum efforts to achieve the provisions of the
8 plan.

Micro Fiched

9 2. Yolo-Solano Air Pollution Control is by virtue
10 of this agreement a SUBGRANTEE of County under CETA, within
11 the jurisdiction of County, and desires to operate a program
12 strictly in accordance with that statute and this SUBGRANT.

13 Agreements

14 1. Subgrant

15 This SUBGRANT sets forth the terms and conditions of a SUBGRANT
16 between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists
17 of the following:

- 18 (a) This SUBGRANT.
19 (b) Signature Sheet.
20 (c) Assurances and Certification.
21 (d) Position Listing
22 (e) Line Item Budget
23 (f)
24 (g)
25 (h)
26 (i)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as
3 determined by PRIME SPONSOR perform the services described in
4 the attachments listed above under Subgrant which are subject
5 to all the terms, conditions, and assurances of this SUBGRANT.

6 3. Term

Micro Fiched

7 The term of this SUBGRANT shall begin January 1, 1979,
8 and shall end March 31, 1979, as set forth in the
9 Signature Sheet. Grant funds may not, without advance written
10 approval by PRIME SPONSOR, be obligated before the beginning
11 of the term or after the ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and
14 necessary costs incurred in the performance of this contract
15 in accordance with the following:

16 (a) Total Reimbursement shall not exceed the amount of
17 \$ 3,000, as set forth on Signature Sheet.

18 (b) Payment of costs incurred in the performance of this
19 contract shall be paid on the basis of an approved
20 monthly claim as follows:

21 (1) Within ten (10) days following the completion of
22 each calendar month SUBGRANTEE shall submit to
23 PRIME SPONSOR a claim itemizing all expenditures
24 made pursuant to this subgrant during the preceding
25 month.

26 (2) The County Administrative Officer of PRIME SPONSOR,

1 or his designee, shall review that claim, may review
2 the records, books of account, trial balance and
3 vouchers of SUBGRANTEE, and shall approve the claim
4 to the extent that SUBGRANTEE has incurred reasonable
5 and necessary costs pursuant to this subgrant,
6 including the Budget Schedules attached hereto.

7 (3) To the extent permitted by the Federal ^{Micro Fiched} Government,
8 the County Administrative Officer or his designee
9 may approve in advance of working capital to SUB-
10 GRANTEE. Each advance of working capital shall be
11 made on application in writing by SUBGRANTEE. Each
12 approval shall be in writing and shall set forth
13 the terms for repayment. Repayment shall be offset
14 against amounts payable on monthly claims. The
15 terms of repayment may be modified by written order
16 of the County Administrative Officer or his designee.
17 Upon termination of this subgrant any unpaid advances
18 shall be offset against any remaining payments to
19 SUBGRANTEE. Any advances exceeding remaining pay-
20 ments shall be repaid to PRIME SPONSOR immediately.

21 (c) Reasonable and necessary costs shall be determined by
22 PRIME SPONSOR in accordance with the requirements of the
23 United States Department of Labor and the United States
24 OMB, Circulars A-87 and A-102, and any additional
25 requirements or procedures established by PRIME SPONSOR.

26 (d) It is expressly understood by PRIME SPONSOR and

1 SUBGRANTEE that PRIME SPONSOR has made applications to the
2 United States Department of Labor for a grant of funds
3 under the Comprehensive Employment and Training Act of
4 1973, as amended, for the purpose of funding services
5 under this contract and that PRIME SPONSOR is not
6 obligated to provide funds to SUBGRANTEE and SUBGRANTEE
7 is not obligated to provide services under the contract
8 until such funds are available to PRIME SPONSOR by the
9 Department of Labor. Micro Fiched

- 10 (e) Approved claims shall be paid only from funds granted to
11 PRIME SPONSOR by the U. S. Department of Labor.

12 5. Records, Audit, Inspection

13 (a) Establishment and Maintenance of Records

14 The SUBGRANTEE shall maintain records, including but not
15 limited to books, financial records, supporting docu-
16 ments, statistical records, personnel, property and all
17 other pertinent records sufficient to reflect properly,
18 (a) all direct and indirect costs whatsoever nature
19 claimed to have been incurred and anticipated to be con-
20 current to perform this contract, and (b) all other
21 matters covered by this SUBGRANT for which the mainten-
22 ance and retention of records is required by law,
23 including but not limited to U.S. OMB Circulars No.
24 A-87 and No. A-102, and regulations of the U.S. Department
25 of Labor, including but not limited to 29 CFR § 98.18.
26 The obligation to maintain and preserve records shall not

1 be diminished by any instructions or advice given by
2 PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable
3 written reports to PRIME SPONSOR.

4 (b) Preservation of Records

5 SUBGRANTEE shall preserve and make available its records
6 related to this SUBGRANT (a) until the expiration of
7 three (3) years from the date of final payment to
8 SUBGRANTEE under this SUBGRANT (b) for such longer period,
9 if any, as required by applicable law. *Micro Fished*

10 If this SUBGRANT is terminated, the records
11 relating to this SUBGRANT shall be preserved
12 and made available for a period of three (3)
13 years from the date of any resulting final
14 settlement.

15 (c) Accounting by SUBGRANTEE

16 SUBGRANTEE shall establish and maintain at all times, on
17 a current basis in conjunction with the Program, an
18 adequate accrued accounting system covering all costs,
19 items and expenditures with respect to the Program, in
20 accordance with generally accepted accounting principles
21 and standards, and in accordance with requirements of the
22 Federal Government and any PRIME SPONSOR requirements as
23 set forth in the SUBGRANTEES' Fiscal Activities Manual.

24 (d) Examination of Records and Facilities

25 At any time during normal business hours, PRIME SPONSOR
26 or duly authorized representative thereof, shall until

1 expiration of three (3) years after final payment under
2 this SUBGRANT have access to and the right to examine its
3 offices, and facilities engaged in performance of this
4 SUBGRANT and all its records with respect to all matters
5 covered by this SUBGRANT, including the right to audit,
6 examine and make excerpts of transcripts and from such
7 records to make audit of all contracts and subcontracts,
8 invoices, payrolls, records or personnel conditions of
9 employment, material and all other data relating to
10 matters covered by the SUBGRANT.

11 (e) Documentation of Cost

Micro Fiched

12 All cost shall be supported by properly executed payrolls,
13 time records, invoices, contracts, or vouchers or other
14 official documentation evidencing in proper detail the
15 nature of propriety of the charge. All checks, payrolls,
16 accounting documents, pertaining in whole or part of this
17 contract shall be clearly identified and readily
18 accessible.

19 6. Suspension of Disallowance of Payments

20 PRIME SPONSOR may at any time elect to offset against, suspend,
21 or disallow payment to SUBGRANTEE in whole or part or to de-
22 mand repayment under this agreement in the event of any of the
23 following occurrences, to wit:

- 24 (a) If SUBGRANTEE (with knowledge) shall have made any mis-
25 representation of any nature with respect to any
26 information or data furnished to PRIME SPONSOR in

1 connection with Program.

- 2 (b) If SUBGRANTEE is in default under any provisions of this
3 agreement.
- 4 (c) If SUBGRANTEE maintains a pattern of discrimination.
- 5 (d) If SUBGRANTEE incurs unreasonable administrative costs
6 in the conduct of activities and program.
- 7 (e) If the SUBGRANTEE fails to comply with any other terms
8 and conditions of this SUBGRANT. Micro Fished
- 9 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports
10 which are incorrect or incomplete in any material
11 respect.

12 7. Termination of SUBGRANT

13 (a) With Cause

14 PRIME SPONSOR may terminate the SUBGRANT in the following
15 instances by giving written notice to the SUBGRANTEE at
16 least five (5) days prior to the effective termination
17 date stated in the notice:

- 18 (1) If through any cause SUBGRANTEE shall fail to ful-
19 fill in timely and proper manner its obligations
20 under this Agreement.
- 21 (2) If SUBGRANTEE shall violate any of the covenants
22 or stipulations of this Agreement.
- 23 (3) If the grant from the U. S. Department of Labor
24 under which this Agreement is made is terminated.
- 25 (4) If SUBGRANTEE is unable or unwilling to comply with
26 such additional conditions as may be lawfully applied

1 by the U. S. Department of Labor to the grant under
2 which this Agreement is made. SUBGRANTEE shall not
3 be relieved of liability to PRIME SPONSOR for
4 damages sustained by PRIME SPONSOR by virtue of
5 any breach of the Agreement by SUBGRANTEE and PRIME
6 SPONSOR may withhold any reimbursement to SUBGRANTEE
7 for the purposes of setoff until such time as the
8 exact amount of damages due PRIME SPONSOR from
9 SUBGRANTEE is agreed upon or otherwise determined.

10 (b) Without Cause

Micro Fiched

11 PRIME SPONSOR may terminate this SUBGRANT at any time by
12 giving written notice to SUBGRANTEE of such termination
13 and specifying the effective date thereof, at least 30
14 days before the effective date of such termination. If
15 the SUBGRANT is terminated by PRIME SPONSOR as provided
16 herein, SUBGRANTEE will be paid an amount which the same
17 ratio to the total compensation as the services actually
18 performed bear to the total services of SUBGRANTEE
19 covered by this SUBGRANT, less payments of compensation
20 previously made.

21 8. Severability of Provisions

22 If any provisions of this SUBGRANT are held invalid, the re-
23 mainder of this SUBGRANT shall not be affected thereby, in
24 such remainder would then continue to conform to terms and
25 requirements of applicable law.
26 ///

1 9. Exculpatory Clause

2 SUBGRANTEE shall indemnify and hold harmless and defend PRIME
3 SPONSOR, its officers, employees and agents from and against
4 all claims, losses, liabilities, or damages, including attorney
5 fees, arising out of or resulting from the performance of this
6 Agreement, caused in whole or in part by any negligent act or
7 omission of SUBGRANTEE or anyone directly or indirectly
8 employed by SUBGRANTEE, regardless of whether or not it is
9 caused in part by a party indemnified hereunder.

Micro Fiched

10 10. Legal Relationship

11 (a) It is herein understood and agreed that SUBGRANTEE is an
12 independent contractor and that no relationship of
13 employer-employee exists between the parties hereto.
14 That SUBGRANTEE shall not be entitled to any benefits
15 available to employees of PRIME SPONSOR. That PRIME
16 SPONSOR is not required to make any deductions from the
17 compensation payable to SUBGRANTEE under the provisions
18 of this Agreement; that as an independent contractor,
19 SUBGRANTEE thereby holds PRIME SPONSOR harmless from any
20 and all claims that may be made against PRIME SPONSOR
21 based upon any contention by any third party that an
22 employer-employee relationship exists by reason of this
23 Agreement.

24 (b) It is further understood and agreed by the parties hereto
25 that SUBGRANTEE in the performance of its obligations
26 hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

- (c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

11. Monthly Report

Micro Fiched

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

1 budget category for the term of this program and shall explain
2 in detail the reasons for such excess.

3 12. Procedures for Corrective Action

- 4 (a) Whenever the County Administrative Officer of PRIME
5 SPONSOR determines in the manner set forth herein that
6 SUBGRANTEE has failed to comply with any provision of
7 this SUBGRANT, the County Administrative Officer may
8 order corrective action. Micro Fiched
- 9 (b) Before making such an order, the County Administrative
10 Officer or his designee shall give SUBGRANTEE ten (10)
11 days' written notice setting forth the nature of SUB-
12 GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE
13 and its officers or responsible employees may have an
14 opportunity to meet with the County Administrative
15 Officer or PRIME SPONSOR or his designee for the purposes
16 of considering the need for and nature of corrective
17 action.
- 18 (c) An order for corrective action shall be in writing and
19 shall set forth specific directions for corrective action,
20 a detailed timetable for implementing the specific
21 directions for reporting to PRIME SPONSOR as to
22 implementation. The order shall be served on SUBGRANTEE.
- 23 (d) If SUBGRANTEE shall fail to implement an order for
24 corrective action, or if it shall fail to do so within
25 the timetable set for implementation, the County
26 Administrative Officer of the PRIME SPONSOR may recommend

1 that the Governing Body suspend payments hereunder or
2 terminate this SUBGRANT.

- 3 (e) If SUBGRANTEE shall fail to comply with the administrative
4 requirements of this SUBGRANT, such as those requiring
5 the timely submission of all periodic reports, and if
6 such failure shall not be suggestive of other apparent
7 misfeasance, malfeasance, or nonfeasance, the County
8 Administrative Officer shall be empowered, without con-
9 sultation with the Governing Body, to suspend or delay
10 any and all payments under this SUBGRANT until such
11 failure is rectified.

Micro Fiched

12 13. Property

- 13 (a) Any property acquired by SUBGRANTEE pursuant to this
14 Agreement shall be governed by the provisions of
15 Attachment N of OMB Circular No. A-102 and SUBGRANTEE
16 shall be subject to the obligations of grantee set
17 forth therein, and as between PRIME SPONSOR and SUB-
18 GRANTEE, PRIME SPONSOR shall have all the rights of
19 grantee agency set forth therein. Generally it is
20 expected that grant property will be retained and used
21 throughout its useful life in the grant program for
22 which it was acquired or if that program is terminated,
23 or if the property is no longer needed in the program,
24 in any other similar program of SUBGRANTEE, or PRIME
25 SPONSOR.
26 (b) The SUBGRANTEE'S Property Standards of Non-Expendable

1 Personal Property shall include the following procedural
2 requirements:

- 3 (1) Property records shall be maintained accurately and
4 provided for: A description of the property, manu-
5 facturer's serial number or other identification
6 number, acquisition data and cost, source of the
7 property, use and condition of property. Micro Fiched
8 (2) Physical inventory of property shall be taken and
9 the result reconciled with the property records
10 at least once a year to verify the existence,
11 current utilization, and continued need for property.
12 (3) Adequate maintenance procedures shall be implemented
13 to keep property in good condition.
14 (4) A control system shall be in effect to insure
15 adequate safeguards to prevent loss, damage, or
16 theft to property. Any loss, damage or theft of
17 non-expendable properties shall be investigated
18 and fully documented.

19 14. Contingent Fee

20 SUBGRANTEE warrants that no person, selling agency or other
21 organization has been employed or retained to solicit or
22 secure this agreement upon an agreement or understanding for
23 commission, percentage, brokerage, or contingency fee. For
24 breach or violation of this covenant the PRIME SPONSOR shall
25 have the right to annul this agreement without liability or,
26 at its discretion, to deduct from the compensation or otherwise

1 recover, the full amount of such commission, percentage,
2 brokerage, or contingency fee.

3 15. Laws

4 SUBGRANTEE shall comply with all the applicable laws, decisions,
5 statutes, regulations and ordinances of the United States,
6 the State of California, and local governments.

Micro Fished

7 16. Rights

8 SUBGRANTEE agrees to and does hereby grant to the Federal
9 Government a royalty-free, non-exclusive and irrevocable
10 license throughout the world of government purposes to publish,
11 translate, reproduce, and otherwise use and dispose of, and to
12 authorize others to do so, all data, including reports,
13 patents, copyrights, drawings, blueprints, and technical
14 information resulting from the performance of the work under
15 this SUBGRANT. SUBGRANTEE will not include copyrighted
16 matter in the material furnished under this agreement without
17 written permission from the copyright owner. The SUBGRANTEE
18 further agrees that in the performance of this SUBGRANT no
19 person having interest that would conflict with the performance
20 of this SUBGRANT shall be employed.

21 17. Right to Reuse

22 If, under the provisions of this SUBGRANT, SUBGRANTEE develops
23 any systems analysis products, models, electronic data
24 processing systems, software and related services, SUBGRANTEE
25 agrees that the methods, materials, logic, and systems
26 developed pursuant to this SUBGRANT shall be the property of

1 PRIME SPONSOR, and be used as PRIME SPONSOR sees fit,
2 including the right to reuse and publish the same without
3 limitation.

4 18. Personnel

- 5 (a) SUBGRANTEE represents that he has, or will secure at his
6 own expense, all personnel required in performing the
7 services under this SUBGRANT. Such personnel shall not
8 be employees of or have any contractual relationship
9 with PRIME SPONSOR. Micro Fiched
- 10 (b) All of the services hereunder will be performed by
11 SUBGRANTEE or under his/her supervision, and all personnel
12 engaged in the work shall be fully qualified and shall be
13 authorized under State and local law to perform such
14 services.
- 15 (c) None of the work or services covered by this SUBGRANT
16 shall be subcontracted without the prior written approval
17 of PRIME SPONSOR.
- 18 (d) SUBGRANTEE may not terminate, layoff, or reduce the
19 working hours of an employee in anticipation of hiring
20 an individual with funds available under Title VI. In
21 addition, no participant shall be used to fill positions
22 or provide services normally provided by temporary,
23 part-time, or seasonal workers or contracted out, or to
24 fill full-time vacancies. SUBGRANTEE shall not hire any
25 person into any job funded under Title VI when any other
26 person is on lay-off from the same or any substantially

1 equivalent job.

2 19. Assignments

3 Without the written consent of PRIME SPONSOR, this SUBGRANT
4 is not assignable by SUBGRANTEE either in whole or in part.

5 20. Alterations

6 No alteration or variation of the terms of this SUBGRANT shall
7 be valid unless made in writing and signed by the parties
8 hereto.

9 21. Waiver

Micro Fished

10 The waiver by PRIME SPONSOR of any default, breach or condition
11 shall not be construed as a waiver on the part of the PRIME
12 SPONSOR of any default, breach or condition precedent, or any
13 other right hereunder.

14 22. Successors

15 This SUBGRANT shall bind and insure to the successors in
16 interest of PRIME SPONSOR and SUBGRANTEE in the same manner
17 as if such party had been expressly named herein.

18 23. Cost of Living Council

19 The SUBGRANTEE agrees to comply with Applicable Regulations
20 and Standards of the Cost of Living Council in establishing
21 wages and prices.

22 24. Clean Air Act of 1970

23 If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE
24 agrees to comply with all applicable standards, orders, or
25 regulations issued pursuant to the Clean Air Act of 1970.

26 ///

1 25. Nepotism

2 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall
3 hire, or cause or allow to be hired, a person into an
4 administrative capacity, staff position or public service
5 employment position funded under CETA, if a member of his or
6 her immediate family is employed in an administrative capacity
7 for the PRIME SPONSOR, SUBGRANTEE or any employing contractor.
8 However, where a state of local statute regarding nepotism
9 exists which is more restrictive than the policy, the eligible
10 applicant should follow the State of local statute in lieu of
11 the policy.

Micro Fiched

12 (a) The term "member of the immediate family" includes: wife,
13 husband, son, daughter, mother, father, brother,
14 brother-in-law, sister, sister-in-law, father-in-law,
15 mother-in-law, aunt, uncle, niece, nephew, step-parent,
16 and step-child.

17 (b) The term "Administrative capacity" includes those persons
18 who have overall administrative responsibility for a
19 program, including all elected and appointed officials
20 who have any responsibility for the obtaining of and/or
21 approval of any grant funded under the Act, such as
22 members of the PRIME SPONSOR Planning Council, other
23 officials who have an influence or control over the
24 administration of the program, as set forth in 29 CFR §
25 98.22(b)(3).

26 (c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

Micro Fiched

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

SPONSOR shall receive a statement from the chief Fiscal Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE handling funds receive from PRIME SPONSOR for disbursement under this agreement are covered by a fidelity bond in an amount and manner consistent with the coverage deemed necessary by PRIME SPONSOR. If the bond is cancelled or reduced, the SUBGRANTEE shall immediately notify the PRIME SPONSOR. In that event the PRIME SPONSOR shall not make any further disbursements to SUBGRANTEE until it is assured that the coverage initially approved by PRIME SPONSOR has been reinstated.

29. Insurance

Micro Fished

SUBGRANTEE shall maintain an insurance plan for general liability, as prescribed by PRIME SPONSOR.

30. Entire Agreement Modifications

This agreement constitutes the entire agreement between the parties hereto for services furnished pursuant to this agreement. This agreement may be modified, altered, or revised only upon the written consent of both parties hereto.

31. Notices

All notices to be given SUBGRANTEE may be given by deposit in the United States mail, postage prepaid, addressed to SUBGRANTEE at the address set forth on the Signature Sheet.

WHEREFORE, the parties have executed this SUBGRANT

No. 78-418.

COUNTY OF YOLO, PRIME SPONSOR

Arthur E. Brown
(Signature of Authorized Officer)

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

Micro Fiched

Yolo-Solano Air Pollution Control
(Legal Name of SUBGRANTEE)

James A. Tolson
(Signature of Authorized Officer)

Dec 28 1978

Air Pollution Control Officer
(Title of Authorized Officer)

(Corporate Seal)

///

///

///

///

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them. Micro Fiched

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

Micro Fished

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

Micro Fiched

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a) (1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

B. Additional Assurances for Title I Programs

Micro Fiched

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c) (4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate exceeds except where exempt under section 604 of the Act (sections 205(c) (6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c) (7)).

Micro Fished

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c) (8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c) (9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c) (17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c) (18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c) (19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c) (21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c) (22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c) (23)). Micro Fished

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205 (c) (24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c) (24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

Micro Fiched

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

Micro Fiched

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

Arthur H. Phillips
(Signature of Authorized Officer)

Micro Fiched

Chairman, Yolo County Board of Supervisors
(Title of Authorized Officer)

Yolo-Solano Air Pollution Control
(Legal Name of Subgrantee)

Dec 28 1978

James R. Thibault
(Signature of Authorized Officer)

Air Pollution Control Officer
(Title of Authorized Officer)

POSITION LISTING

TITLE IV

YOLO/SOLANO AIR POLLUTION CONTROL

	<u>Positions</u>	<u>Salary</u> <u>1-1-79 to 3-31-79</u>	<u>Benefits</u>	<u>Total</u>
One	Air Pollution Technician	<u>\$ 2,499</u>	<u>\$ 501</u>	<u>\$3,000</u>

Micro Fiched

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE VI OPERATING BUDGET

☒ ORIGINAL ☐ REVISION NO. _____

DATE December 19, 1978

Subgrantee Name and Address:

Contact Person _____

Yolo/Solano Air Pollution

Phone 666-8433 Contract No. _____

P. O. Box 1006

Period: From 1-1-79 To 3-31-79

Woodland, CA 95695

Program Name P.S.E. Title VI

Micro Fiches

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
OCT.								
NOV.								
DEC.								
JAN.			1000					1000
FEB.			1000					1000
MAR.			1000					1000
APR.								
MAY								
JUNE								
JULY								
AUG.								
SEPT.								
TOTAL			3000					3000

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
OCT.							
NOV.							
DEC.							
JAN.			833	167			1000
FEB.			833	167			1000
MAR.			833	167			1000
APR.							
MAY							
JUNE							
JULY							
AUG.							
SEPT.							
TOTAL			2499	501			3000

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT

For CETA Approval Only:

Name and Title of Authorized Official _____

Robert A. Boyer 12-24-78
Accountant Date

Signature _____ Date _____

[Signature] 12-24-78
Principal Administrative Analyst Date

STANDARD AGREEMENT —

STATE OF CALIFORNIA
STD. 2 (REV. 11/75)APPROVED BY THE
ATTORNEY GENERALYolo County
Agreement No. 79-1
☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER
☐
☐
☐

THIS AGREEMENT, made and entered into this 19th day of December, 1978,
in the State of California, by and between State of California, through its duly elected or appointed,
qualified and acting

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
DIRECTOR	DEPARTMENT OF FOOD AND AGRICULTURE	7367

hereafter called the State, and

COUNTY OF YOLO

Micro Fiched

hereafter called the Contractor,

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State
hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

Provide all equipment, materials and personnel necessary to perform the number and types
of inspections, designated below, in accordance with the obligations and specifications set
forth in Exhibit 'A' which is attached hereto and incorporated herein by this reference.

FILED

NUMBER
TO BE PERFORMED

INSPECTION TYPE

- A) Structural Fumigation
 B) Commodity Fumigation
 C) Yard, Home, Food Handling Establishment
 D) Greenhouses and Nurseries
 E) Government Agency Treatments
 F) Miscellaneous Urban Type Treatments

JAN 31 1979

PETER MCNAMEE, Clerk

By *Debra S. Conley*
Deputy

10

25

10

5

15

5

TOTAL INSPECTIONS

70

(Continued on page 2)

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR	
AGENCY	DEPARTMENT OF FOOD AND AGRICULTURE	CONTRACTOR OF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION PARTNERSHIP, ETC.)	
BY (AUTHORIZED SIGNATURE)	<i>[Signature]</i>	COUNTY OF YOLO	
TITLE	BUSINESS SERVICE OFFICER	BY (AUTHORIZED SIGNATURE)	
		<i>[Signature]</i>	
		Chairman, Board of Supervisors	
		County of Yolo, State of California	
		ADDRESS: P.O. Box 1098, Woodland, California 95695	
CONTINUED ON _____ SHEETS, EACH BEARING NAME OF CONTRACTOR		APPROPRIATION	
Department of General Services Use ONLY		FUND	
AMOUNT ENCUMBERED	\$ 3,372.00	SUPP ORGE	GENERAL
UNENCUMBERED BALANCE	\$	ITEM	STATUTES
ADD INCREASING ENCUMBRANCE	\$	350	CHAPTER 359
ADD DECREASING ENCUMBRANCE	\$	FUNCTION	'78
		PEST MGMT./USPE Grant	78/79
		1-03-413-00-637	
		LINE ITEM ALLOTMENT	
		State Component	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	
SIGNATURE OF ACCOUNTING OFFICER		DATE	
<i>[Signature]</i>		1/15/79	
I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.			
SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY		DATE	
<i>[Signature]</i>			

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

Micro Fiched.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

8. This agreement shall become effective on January 1, 1979, and shall continue in effect until September 30, 1979, unless sooner terminated.

9. The Contractor shall direct all inquiries and notices with respect to this agreement to the State Coordinator for Urban Structural Pesticide Use Enforcement, California Department of Food and Agriculture, Room A-176, 1220 N Street, Sacramento, California 95814. The State shall direct all notices to Contractor at the address contained hereinabove.

10. The Contractor shall submit to the State Coordinator, in triplicate, invoices for all services performed. The invoices shall be submitted at the end of each calendar quarter commencing January 1, 1979. Each invoice shall itemize all direct costs, administrative costs, and operating overhead expenses incurred by the Contractor in the performance of this agreement. Each invoice shall be accompanied by copies of receipts for the purchase or rental of supplies or equipment. Payment shall be made on the basis of the invoices upon certification by the State Coordinator that Contractor has complied with the terms and conditions of this agreement. Such certification shall not be unreasonably withheld.

(Continued on page 3)

11. The Contractor shall maintain and make available for audit by the State or its representative a record of all disbursements made under this agreement. The record shall be maintained for a period of two years from and after September 30, 1979, or until the completion of such audit and issuance of a release of accountability, whichever comes first.

Micro Fiched

12. The total amount payable under this agreement shall not exceed \$3,372.

13. Except as provided in paragraph 3 above, either party may terminate this agreement by giving the other party written notice thereof at least thirty (30) days prior to the effective date of termination. Upon receipt of notice of termination, the Contractor shall not commence work on any new inspections, but shall complete all inspections previously begun, together with all reports.

14. This agreement is subject to the Fair Employment Practices Addendum attached hereto as Exhibit 'B' and incorporated herein by this reference.

15. This agreement shall not be considered effective unless signed by both parties.

EXHIBIT A
CONTRACT SPECIFICATIONS FOR STATE-COUNTY ENFORCEMENT GRANT
RELATING TO URBAN/STRUCTURAL PESTICIDE USE ENFORCEMENT

This document is an attachment to, and forms a part of, the Agreement entered into between the State of California and one or more of its counties for Urban/Structural Pesticide Enforcement. This document shall define inspection types. Included in it are inspection specifications, required inspection documentation, inspection follow-up procedures, enforcement action procedures, and the requirements for case development on serious violations. Also given are the obligations and responsibilities of the California Department of Food and Agriculture, hereafter "DFA," the county agricultural commissioners of those counties participating in the State-County Urban/Structural Pesticide Use Enforcement Grant, hereafter "CAC," the Structural Pest Control Board, hereafter "SPCB," and the United States Environmental Protection Agency, hereafter "EPA."

ARTICLE I. INSPECTIONS

MICRO FIGURE

Section 1.01. "Inspection" includes not only the initial inspection but any follow-up inspections that may be necessary to achieve compliance.

Section 1.02. There are the following inspection types:

- "A" Structural fumigation - this includes all residential or structural fumigations.
- "B" Commodity fumigation - this includes all fumigation of commodities.
- "C" Yard, home, food handling - this includes all structural pest control operators (Branch 2) and agricultural pest control operators (residential category) working under these licenses.
- "D" Greenhouse and nursery - this includes all pesticide activities in greenhouses or nurseries located in an urban environment.
- "E" Governmental agency treatment - this includes all pesticide activities of federal, state, county, and local governmental agencies including school districts, park and recreation districts, etc.
- "F" Miscellaneous - this includes all other urban pesticide activities (i.e., private golf courses, cementaries, etc.).

All further references to specific inspection types shall be by the above alphabetic letter designation.

ARTICLE II. INSPECTION SPECIFICATIONS

Section 2.01. Urban/Structural pesticide use enforcement inspections will be carried out by the CAC and/or his properly certified staff. These inspections will monitor pesticide applications for compliance with state laws and regulations including the following:

- A) Verification of proper and valid licensing or certification, county registration, and pesticide use permits.
- B) Compliance with registered labeling (pest, commodity, site, dosage, application methods and equipment, safety and detection equipment, etc.). All violations of FIFRA must be documented according to DFA guidelines and a photograph of the actual label or the actual pesticide label from the container must be included with the inspection report.
- C) Maintaining pest control equipment in good repair and safe operating condition (including adequate tarping during fumigation operations).
- D) Use of devices to weigh or measure concentrate materials shall be calibrated to the smallest unit in which material is being weighed or measured.
- E) Maintaining a uniform mixture at all times, both in operating rigs and service rigs. Micro Fiched
- F) Performing all pest control under climatic and environmental conditions which are suitable to ensure proper applications of materials minimizing the hazards of pesticide drift onto persons, animals, or other non-target areas.
- G) Applying a pesticide onto a property only with the consent of the owner or person in possession of the property.
- H) Giving warnings adequate to advise the person in charge of the property to be treated of the nature of the pesticide and any precautions to be observed.
- I) Using an air gas separation or health department approved backflow prevention device for pesticide equipment that draws water from a public source.
- J) Labeling of service containers.
- K) Name and address appearing on equipment used for mixing or applying pesticides. (Fumigators may have "Fumigation Division" or similar wording and license number rather than name and address.)

Section 2.02. Where appropriate inspections shall also include a check for compliance with DFA regulations concerning storage, transportation, and disposal of pesticides and their containers.

Section 2.03. If the pesticide application is for an agricultural use (golf course, park, cemetery, roadside, power line right-of-way, nursery, or school yard) the following additional items should be inspected for compliance:

- A) If a recommendation was given was it:
 - 1) Given by a licensed adviser or qualified person exempt from licensing.
 - 2) Given in writing and complete.
 - 3) In compliance with the registered labeling.

- B) Is the person who sold the pesticide licensed as a pesticide dealer.
- C) Are worker safety regulations being followed in situations where employees mix, load, apply, store, or otherwise handle pesticides.

Section 2.04. Inspections should also verify compliance to SPCB laws and regulations. Some of these include:

- A) Notification to local fire departments of structural fumigations.
- B) Proper posting of treated areas.
- C) Urban/structural reentry times.

Micro Fiched

ARTICLE III. INSPECTION DOCUMENTATION

Section 3.01. During application inspections the items covered under Article II and any additional applicable areas shall be documented on a form used during the inspection. The forms to be used shall be the DFA provided form for inspections of categories A and C. All other inspections shall be done on DFA form 511-034 or a county developed form approved by the State Coordinator.

Section 3.02. The DFA with assistance from the SPCB will provide training to the counties concerned with the use of the inspection form to document findings. The main purpose of this training will be to make county biologists aware of items to be looking for during inspections that are not spelled out on the inspection form.

Section 3.03. If it becomes apparent during the contract period that the inspection documentation form is not adequate, a revised inspection form may be developed. The development of a revised form shall be carried out by the DFA, with input and suggestions from CAC's and the SPCE.

Section 3.04. Whenever a violation is found during an inspection, the violation shall be documented on the inspection form. The inspection form used shall also indicate whether or not a follow-up inspection is required or if the violation was brought into compliance during the inspection.

Section 3.05. The DFA shall be forwarded a clear, readable copy of each inspection report, and any notices of violation issued.

ARTICLE IV. INSPECTION FOLLOW-UP PROCEDURE

Section 4.01. When a violation is noted during an inspection, it may be brought into compliance during the inspection. However, the inspection report shall indicate that such a violation was noted and that it was brought into compliance. When violations occur which cannot feasibly be corrected during the inspection, the biologist shall require correction of such a violation by a given correction date which shall be indicated on the inspection report. A documented follow-up inspection shall be made shortly after the correction date to verify whether or not compliance has been achieved. If the follow-up inspection shows continued noncompliance, appropriate enforcement action shall be taken.

ARTICLE V. ENFORCEMENT ACTION PROCEDURES

Section 5.01. Enforcement action will be taken by the CAC, DFA, SPCB, or the EPA as appropriate for any violation of label requirements or other pesticide use laws or regulations. Violations involving licensed structural pest control operators will be sent promptly by the DFA to the SPCB for their review and appropriate action. Violations of FIFRA will be sent to EPA for their review. If a violation is determined to be a high-level episode, EPA will be involved as provided in the Cooperative Agreement between the State of California Department of Food and Agriculture, the California Agricultural Commissioners' Association, and the United States Environmental Protection Agency, Region IX.

Section 5.02. The enforcement guidelines section of DFA's Pesticide Management Manual should be consulted to determine appropriate enforcement for violations found.

ARTICLE VI. CASE DEVELOPMENT ON SERIOUS VIOLATIONS

Micro Fished

Section 6.01. Serious violations include violations which pose a serious or imminent health hazard, high-level episodes, or violations which have not been brought into compliance after two follow-up inspections. The DFA shall provide training to counties on case development for such serious violations. The CAC shall take the lead role in developing a case file for such violations. The DFA, SPCB, and EPA may also be involved if appropriate.

ARTICLE VII. AGENCY RESPONSIBILITY

Section 7.01. The DFA shall have the following obligations and responsibilities:

- A) In cooperation with EPA and SPCB take a lead role in providing training to CAC enforcement personnel. Training may be given in group seminars as well as individually during inspections. Training will consist of a review of what is expected on each inspection, subsequent documentation, follow-up, enforcement actions, and case development on serious violations.
- B) Provide inspection form for all inspections of categories A and C.
- C) Participate in periodic meetings with SPCB, and CAC to review inspections, violations, documentation of these, and appropriateness of enforcement actions.
- D) Provide assistance as needed to the CAC's for development of cases on serious or continued violations.
- E) Tabulate county reports and provide a quarterly report to EPA summarizing inspection statistics. Included in this summary shall be:
 - 1) Total number and types of inspections.
 - 2) Compliance levels.
 - 3) Any additional information that is found useful to accurately summarize inspection activities.

- F) State Coordinator shall participate in monthly meetings with EPA to review the past month's violations, appropriateness of enforcement actions, and sufficiency of evidence.

Section 7.02. The CAC shall have the following obligations and responsibilities:

- A) Send biologists and if necessary any supervisory or clerical personnel to training seminars put on by DFA which involve urban/structural pesticide use enforcement. Such seminars may be held outside of their county.
- B) Send biologists and/or supervisory personnel to periodic meetings as outlined under DFA responsibilities. These meetings may also be held outside of their county.
- C) Perform the minimum number and type of inspections (Type A-G) agreed upon in the contract. The number of inspections designated for a given county includes any follow-up inspections that become necessary. These inspections shall be comprehensive, documented, and followed up with appropriate enforcement action pursuant to the specifications stated in the text of this contract.
- D) Submit to the State Coordinator within seven working days after the first of each month a brief narrative statement reviewing the past month's accomplishments, problems, enforcement actions, and questions. No statistics need be included as DFA will tabulate inspection data.
- E) Permit joint inspection activities with DFA and/or SPCB. Such joint inspections will be to provide in-field training for individual biologists.
- F) Inspections of Type A and C shall be submitted to DFA on DFA provided form.
- G) A copy of all inspection reports and weekly summary sheet shall be sent to county's State Field Supervisor by Wednesday of the following week. An estimation of the time required to complete each investigation shall be included on weekly reports. The hour (or fraction thereof) recorded shall include travel to and from the inspection site, follow-up time, and time required by the inspector/biologist to complete the necessary paperwork.

Micro Fiched

Section 7.03. Pursuant to a contract to be entered into between SPCB and DFA, the SPCB shall have obligations and responsibilities which shall include:

- A) In cooperation with DFA provide training to CAC enforcement personnel as outlined under DFA responsibilities.
- B) Provide information concerning SPCB laws and regulations that should be included on inspections of structural licensees.
- C) Be responsible for disseminating to structural pest control operators information concerning laws, regulations, and enforcement that may affect their licensees.
- D) Participate in periodic meetings with EPA, DFA, and CAC as outlined under DFA responsibilities.

Section 7.04. Pursuant to Pesticide Enforcement Grant, Number E009155790, the EPA shall have the following obligations and responsibilities:

- A) Assist DFA and SPCB in providing training to CAC as may be needed.
- B) Participate in as many meetings with DFA, SPCB and CAC as possible. These meetings will be to review inspections, violations, documentation of these, and appropriateness of enforcement actions.
- C) Participate in monthly meetings with DFA.
- D) In cooperation with DFA and CAC participate in investigations of high-level episodes as provided for in the cooperative agreement referred to in Article V, Section 5.01.

Micro Fiched

ARTICLE VIII. JOINT RESPONSIBILITIES

Section 8.01. No inspections under this grant will be done by EPA, DFA, or SPCB except in cooperation with the CAC in the particular county of investigation.

Section 8.02. If the funding, scope of inspections, number of inspections, or authority of participants changes during the contract period, such changes shall be put in writing and agreed upon by those participants affected prior to putting such changes into effect.

ARTICLE IX. CONCLUSION

Section 9.01. This document, Exhibit A to the State-County Enforcement Grant Agreement, consists of nine articles including this article. No changes or additions shall be made to this document except as provided in the Grant Agreement.

FAIR EMPLOYMENT PRACTICES ADDENDUM

Micro Fished

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his/her records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purpose of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

- (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgement having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.
- (b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his/her surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

*See Labor Code Sections 1411 - 1432.5 for further details.

JAN - 2 1979

2

AGREEMENT NO. 79-2

LAURENCE P. HENIGAN, Clerk

By Patricia E. Lucas Deputy

(Agreement Amending Agreement No. 78-295 for Providing
certain In-patient and Out-patient Services)

THIS AGREEMENT made and entered into this 28th day
of December, 1978, by and between the County of Yolo, a political
subdivision of the State of California, hereinafter referred
to as COUNTY, and Michael Reding, M.D., hereinafter called
PROVIDER.

W I T N E S S E T H:

Micro Flohed

RECITALS:

The parties hereto wish to amend Agreement No. 78-295 in
order to extend it.

AGREEMENTS:

1. Agreement 3 B, Page 2 of Agreement No. 78-295 is hereby
amended to read as follows:

The maximum payments from COUNTY to PROVIDER shall be a sum
not to exceed FOUR THOUSAND TWO HUNDRED TWENTY-FIVE DOLLARS
(\$4,225).

2. Agreement 7, Page 3 of Agreement No. 78-295 is hereby a-
mended to read as follows:

This agreement shall commence on July 1, 1978, and terminate
on June 30, 1979. This agreement may be terminated by either
party upon thirty (30) days written notice to the other party
of such intention.

3. All other provisions of said Agreement No. 78-295 shall re-
main in full force and effect as written in said Agreement
for the term thereof.

/////

1 IN WITNESS WHEREOF, the parties hereto have executed
2 this Agreement as of the day and year herein above setforth.

3 COUNTY OF YOLO, a political subdivision
4 of the State of California

5 BY Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

6 ATTEST:

7 LAURENCE P. HENIGAN, CLERK

8 BY: Pat E. Lucas
9 CLERK

MICRO FILMED

10 Michael Reding
11 MICHAEL REDING, M.D.

12 MENTAL HEALTH SERVICES

13 C. Thomson
14 PROGRAM CHIEF

15
16
17
18 APPROVED AS TO FORM
19 CHARLES R. MACK
COUNTY COUNSEL

20 BY Elizabeth L. Trice
21 DEPUTY COUNTY COUNSEL
22
23
24
25
26
27
28

FILED

JAN - 21 1979

1 AGREEMENT NO. 79-3
2 (To provide partial day care services)

LAURENCE P. HENIGAN, Clerk
By R. E. Lucas
Deputy

3 THIS AGREEMENT, made and entered into this 2nd day of

4 January, 1979, by and between the County of Yolo, a political sub-
5 division of the State of California, hereinafter referred to as COUNTY, and
6 Crestwood Hospital, Inc., dba Crestwood Manor, Carmichael and Sacramento, a
7 locked, private, ~~non-profit~~ ^{for-profit} corporation, licensed under the laws of the
8 State of California to provide ~~partial day care~~ ^{skilled nursing} care to
9 the mentally disordered, hereinafter referred to as PROVIDER:

10 WITNESSETH:

Micro Fiched

11 RECITALS:

- 12 1. COUNTY desires to provide to patients of the County of Yolo who are
13 residents of Crestwood Manor certain mental health partial day care
14 services under the Short-Doyle Act (Welfare and Institutions Code
15 Section 5600, et seq.) and other programs administrated through the
16 Short-Doyle system which PROVIDER is equipped, staffed and prepared
17 to provide.
18 2. COUNTY believes it is in the best interests of the people of the
19 COUNTY of Yolo to provide said services by contract.
20 3. Said services will be provided by the PROVIDER in accordance with the
21 requirements of Title 9 of the California Administrative Code, and the
22 California Community Service System Manual.
23 4. This agreement is contemplated and authorized by the Welfare and Inst-
24 itutions Code Sections 5614 and 5653.

25 AGREEMENTS: COUNTY in consideration of PROVIDERS promises contained in
26 hereinafter recited agreements, and PROVIDER in consideration of COUNTY'S
27 promises contained in hereinafter recited agreements, agree:
28

////////

1 1. PROVIDER'S SERVICE OBLIGATIONS:

2 a. PROVIDER agrees to provide the services as described in
3 Exhibit A attached hereto and incorporated herein by
4 reference. The PROVIDER shall operate continuously
5 throughout the term of this agreement with at least the
6 minimum number of staff required by Title 9 of the
7 Administrative Code for provision of services here-
8 under. Such personnel shall be qualified in accordance
9 with all applicable requirements of the Code and any
10 amendments thereto. Micro Fiched

11 b. Said services will be provided to such person as are
12 referred in writing by COUNTY'S herein designated re-
13 presentative for clinical matters. Said writing shall
14 constitute a condition precedent to COUNTY'S duty to
15 pay for services rendered to a patient by PROVIDER.

16 2. PAYMENT:

17 a. COUNTY shall pay PROVIDER for services rendered under the
18 provisions of this agreement at the rates specified in
19 Exhibit B, attached hereto and incorporated herein by
20 reference thereto. Said payments shall be made by COUNTY
21 to PROVIDER monthly upon submission of a claim to COUNTY'S
22 herein designated representative for administrative
23 matters, which claim is countersigned and approved by
24 COUNTY'S herein designated representative for clinical
25 matters. Said claim will detail services rendered; and
26 said detail is expressly understood to be a condition
27 precedent to COUNTY'S duty to make payment on the claim.
28 b. Such compensation shall be reduced by such amounts

- 1 PROVIDER is determined entitled by COUNTY Mental Health's
2 screening to charge the patient under COUNTY's Short-Doyle
3 Program eligibility standards, patient's insurance cover-
4 age, Medicare Program coverage, Medi-Cal Program cover-
5 age, and Grant Program coverage. Micro Fished
- 6 c. COUNTY shall further pay such amounts PROVIDER has charged
7 to patients but which remain uncollected after billing and
8 shown on PROVIDER'S books six (6) months after the date
9 the service was rendered; provided, however, that sub-
10 sequent collections of said amounts received by PROVIDER
11 thereafter from any source other than COUNTY shall be
12 credited against any compensation due from COUNTY to
13 PROVIDER under this or successor's agreements.
- 14 d. The maximum payments from COUNTY to PROVIDER during the
15 term of this agreement shall be a sum not to exceed
16 EIGHTEEN THOUSAND TWO HUNDRED FIFTY DOLLARS(\$18,250) as
17 shown on Line 80 of attached and incorporated program
18 budget (Exhibit C); or payment in accordance with the
19 provisions of 2 A,B, and C above for services rendered
20 from the beginning of the term of this agreement through
21 the termination date specified in the notice of termin-
22 ation described in agreement 8 below. Exhibit C shall
23 be the basis for and limitations of any and all reimburse-
24 ment from COUNTY to PROVIDER for services provided. This
25 budget includes additional revenues that is anticipated
26 PROVIDER will receive from other sources.
- 27 3. RECORDS: PROVIDER shall maintain full & complete records of
28 services rendered and compensated, and shall make said records

1 available to audit by COUNTY upon reasonable notice.
2 Said records shall be maintained for a least four (4) years.

3 4. DESIGNATED REPRESENTATIVES:

- 4 a. PROVIDER shall designate a representative for administra-
5 tive and clinical matters relative to this agreement with-
6 in two weeks of the execution of this agreement by letter
7 addressed to the COUNTY'S herein designated representatives.
8 b. COUNTY'S representatives for administrative and clinical
9 matters will be the Program Chief of COUNTY'S Mental Health
10 Division or designee for Adult Services.

11 5. RELATIONSHIP OF PARTIES: Micro Fiched

- 12 a. It is specifically understood and agreed that PROVIDER is
13 an independent contractor and is not subject to the direction
14 and control of COUNTY except as to final result. PROVIDER
15 shall be solely liable and responsible to pay all required
16 taxes and other obligations, including, but not limited to,
17 applicable withholding and Social Security. PROVIDER
18 agrees to indemnify and hold the COUNTY Harmless from any
19 liability which it may incur to the Federal or State Govern-
20 ments as a consequence of this contract.

21 6. COMMUNITY SERVICES SYSTEMS MANUAL:

22 PROVIDER agrees to comply with all of the provisions contained
23 in the Community Services Systems Manual as outlined in Exhibit
24 "D" attached and incorporated herein by reference thereto.

25 // // // //
26 // // // //
27 // // // //
28 // // // //

1 7. AMENDMENTS: This writing, together with the exhibits attached
2 hereto, fully expresses all understandings of the parties con-
3 cerning all matters covered and shall constitute the total
4 agreement. No addition, to deletion or alteration of, the
5 terms of this agreement, whether by written or verbal under-
6 standing of the parties, the officers, agents or employees,
7 shall be valid unless made in the form of a written amendment
8 to this agreement which is formally approved and executed by
9 the parties executing this agreement or their successors in
10 office. This agreement shall supersede all other agreements
11 between the parties.

Micro Fiche

12 8. TERM:

- 13 a. This agreement shall commence on January 1, 1979, and
14 terminate on June 30, 1979, unless as otherwise provided
15 herein in agreement 8 b and c below.
- 16 b. This agreement may be terminated by either party upon
17 thirty (30) days written notice to the other of such
18 intent, except as provided herein in agreement 8 c below.
- 19 c. Should the funds granted to the COUNTY in the 1978/79
20 fiscal year State or County final budget to cover the cost
21 of the Mental Health Services be reduced by greater than
22 10% or COUNTY Mental Health program be terminated by Local
23 authorities, then the COUNTY may terminate this agreement
24 by providing Notice of Termination specifying an effective
25 date of termination no earlier than two (2) days following
26 the postmark of the notice.

- 27 9. NOTICES: Any notice provided for or permitted by this agree-
28 ment shall be given by depositing said notice in the United

1 States mail, postage prepaid, and addressed as follows:

2 Notice to The County: County of Yolo
3 213 West Beamer Street
4 Woodland, California 95695

5 Notice to Provider: Crestwood Manor
6 2600 Stockton Boulevard
7 Sacramento, California 95814

8 10. WAVIER: A waiver by either party of any default, breach or
9 condition precedent shall not be construed as a waiver of any
10 other default, breach or condition precedent or any other right
11 hereunder. Micro Fished

12 11. LAWS: In performance of this agreement the PROVIDER shall
13 comply with all applicable local State and Federal laws,
14 rules and regulations.

15 12. INDEMINIFICATION AND INSURANCE: The PROVIDER shall indemnify,
16 defend and hold harmless the COUNTY, its officers, agents, and
17 employees from and against any and all claims, losses, liabilities
18 or damages, including attorney's fees arising out of
19 or resulting from the performance of this agreement caused in
20 whole or in part by the PROVIDER or anyone directly or indirectly
21 employed by PROVIDER, regardless of whether caused in part
22 by the party indemnified hereunder. Without limiting
23 PROVIDER'S indemnification, the PROVIDER shall maintain in
24 force at all times during the performance of this agreement,
25 a policy or policies of insurance covering its operation.
26 Certificates evidencing the maintenance of PROVIDER'S insurance
27 coverage shall be filed with the COUNTY on or before
28 the effective date of this agreement, and said department
shall be given notice in writing at least ten (10) days in
advance of cancellation or modification of any policies. The

1 following policies of insurance shall be procured by the
2 PROVIDER:

3 a. A general liability policy shall include but is not limited
4 to professional liability, contractual liability, public
5 liability and property damage coverage. This policy
6 single limit liability amount shall not be less than
7 \$1,000,000. Micro Fiched

8 b. If motor vehicles are used in performing the services
9 hereunder, automobile insurance coverage must be obtained
10 with not less than \$1,000,000, single limit liability.

11 c. There shall be evidence that all PROVIDER'S employees are
12 covered by Workmen's Compensation.

13 13. ASSIGNMENT: This agreement is not assignable by the PROVIDER
14 either in whole or in part without the written consent of the
15 COUNTY. This does not preclude the PROVIDER from sub-contract-
16 ing parts of the services to be provided with the knowledge
17 of the COUNTY.

18 14. STATE APPROVAL: This agreement shall be null and void in its
19 entirety if it fails to obtain the approval of the Department
20 of Mental Health Local Programs Section.

21 IN WITNESS WHEREOF, the parties have executed this agree-
22 ment as of the day and year hereinabove setforth.

23 COUNTY OF YOLO, a political subdivision
24 of the State of California

25 ATTEST:

26 LAURENCE P. BENIGAN, CLERK

27 BY Pete E. Lewis
28 CLERK

MENTAL HEALTH SERVICES

BY Ch. Thomson
PROGRAM CHIEF

BY Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

27 FOR for
CRESTWOOD MANOR, a non-profit corporation

BY Don A. Kirk
TREASURER

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNCIL

By Walt Lee

DESCRIPTION OF SERVICES

For an average of 10 patients per day:

Psychiatric Day Treatment Services;
as defined in the Community Services Manual

Micro Fished

DEPUTY COUNTY COUNSEL

EXHIBIT "B"

RATES

Crestwood, Sacramento

\$7.55 per patient day

Crestwood, Carmichael

\$5.48 per patient day

Micro Fished

PROGRAM BUDGET

79

FISCAL YEAR

57 COUNTY OF Yolo

DATE 12-14-78

Micro Filled

CONTRACTOR: Crestwood Manor

PROVIDER NO: 5763

SEE REVERSE SIDE

ITEMS	SERVICE TYPE	Crestwood									TOTAL
	COST CENTER	Manor									
1 SALARIES & EMP. BENEFIT	00										
5 OPERATING EXPENSES											
10 EQUIPMENT											
15 REMODELING											
20 OTHER											
40 CONTRACTS		\$18,250									\$18,250
45 GROSS COST		18,250									18,250
50 SAVINGS			X	X	X	X	X	X	X	X	
51 SUBTOTAL GROSS COST		18,250									18,250
62 DIST. OF ADMIN. SUPPORT & RESEARCH & EVALUATION											
65 ADJUSTED GROSS COST		18,250									18,250
68 REVENUES											
69 a. GRANTS											
70 b. PATIENT FEES											
71 c. PATIENT INSURANCE											
72 d. MEDI-CAL - FEDERAL											
73 e. MEDI-CAL - NON-FEDERAL											
74 f. MEDICARE											
75 g. OTHER											
76 h. DH - FEDERAL FUNDS/MDO			X	X	X	X	X	X	X	X	
77 TOTAL REVENUES											
80 NET COST		\$18,250									\$18,250
85 COST PER UNIT OF SERVICE											
DIVIDE LINE 65 BY 82		NPR-01	\$	\$	\$	\$	\$	\$	\$	\$	NPR-01

APPROVED BY _____

Program Patient Form

This form has been adopted from a State Department of Health form, and has been modified to meet the needs of the County of Yolo, Department of Health, Mental Health Services

Item Information

Only those items pertaining to this Agreement are provided.

Item Definitions

- 45. Gross Cost
Total Cost of CONTRACTOR to provide the service.
- 50. Savings
Estimate savings from gross costs. Reasonable estimate of events or circumstances which may affect services, and therefore, gross cost.
- 51. Subtotal Gross Cost
Item 45 minus item 50
- 65. Adjusted Gross Cost
Same as item 51
- 68-76 Revenues
Estimate and identify by payor source the revenues that would be realized for services provided.
- 77. Total Revenue
Total of items 69, 70, 71, 72, 73, 74, 75, and 76
- 80. Net Cost
Item 65 minus item 77
- 82. Units of Service
Total patient days, visits or staff hours for services provided.
- 85. Cost per Unit of Service
Cost per unit of service is calculated by dividing the adjusted gross cost, item 65, by total units of service, item 82.

Micro Fiched

COMMUNITY SERVICES SYSTEMS MANUAL

CONTRACT REQUIREMENTS

State reimbursement for provider contracted Short-Doyle services is assured only on Department approved contracts. Basic requirements to which the contract provider must adhere for Department approval and/or which must be written into the contract are presented in this chapter.

1.1 CONTRACT REQUIREMENTS

The contract requirements are:

1. Provider agrees to comply with all provisions of Title 9 of the California Administrative Code Micro Fiched
2. Provider admission policies are in writing and available to the public, and such policies include a provision that patients are accepted for care without discrimination on the basis of race, color, religion, national origin or ancestry.
3. Provider does not employ discriminatory practices in admission of patients, assignment of accommodations, employment of personnel or in any other respect on the basis of race, color, religion, national origin or ancestry.
4. The Local Mental Health Director shall supervise and specify the kind, quality and amount of the provider services and criteria for determining the persons to be served.
5. Contract periods do not overlap a July 1 through June 30 fiscal year.
6. Provider uses the uniform method of determining ability to pay prescribed by the State Director of Mental Hygiene.
7. Fees for services charged to either the local mental health service, patient or other person responsible therefore shall not exceed actual cost.
8. Provider uses the uniform billing and collection guidelines prescribed by the State Director of Mental Hygiene (Non-billing providers excluded).
9. Provider financial records are retained for at least four years and made available for audit on request of either or both the county and the State.
10. Contract specifies the maximum dollar amount reimbursable under the terms of the contract.
11. Contract specifies estimates of gross cost, revenue, net cost, units of service and rate per unit of service for each mode of service to be provided.
12. Contract specifies the cost of services rendered to Short-Doyle patients shall be adjusted to actual cost or maximum contract amount (whichever is lower) at the end of the contract year.
13. Provider will comply with all of the provisions contained in the Community Services Systems Manual. This includes, but is not limited to budgets, claims, cost reports, allowable costs, ability to pay and billing and collection.

AGREEMENT BETWEEN THE COUNTY OF YOLO AND THE CITY OF WOODLAND AUTHORIZING A CHANGE IN THEIR RESPECTIVE ALLOCATIONS OF MONEY RECEIVED FROM FINES, FORFEITURES, AND DEPOSITS PURSUANT TO PENAL CODE SECTION 1463

FILED
JAN 15 1979
PETER McNAMEE, Clerk
By *[Signature]*
Deputy

THIS AGREEMENT is made on January 2, 1979 by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called "County", and the CITY OF WOODLAND, a California municipal corporation, hereinafter called "City", as follows.

Micro Fiched

1. BASIS OF AGREEMENT. County desires to shift to City a substantial part of the pretrial administration of cases involving minor parking and traffic violations in the City. In consideration of City's acceptance of this increased administrative responsibility, County freely relinquishes its right to receive the percentage of money from fines, forfeitures, and deposits prescribed in Penal Code Section 1463 (1) (c).

2. THE NEW ALLOCATION. City shall bear the full expense of the pretrial administration of each case involving a minor parking or traffic violation in the city and City shall recover and keep all money received as a fine, forfeiture or deposit which is a result thereof. However, if it becomes necessary for County to send written notice to an alleged parking or traffic offender, County shall bear the expense of such notice but City shall provide the necessary information for such notice without charge and, further, County thereafter shall keep twenty percent (20%) of the fine, forfeiture, or deposit received from such case and City shall be paid and shall keep the remainder.

3. BINDING ON HEIRS, SUCCESSORS, AND ASSIGNS. This agreement shall be binding on the heirs, successors, and assigns of the parties hereto.

RECEIVED

JAN 15 1979

PETER McNAMEE, Clerk

By

4. MODIFICATION OF AGREEMENT. This agreement may be changed by written agreement of the parties hereto.

5. NOTICES. Notices shall be in writing. Notices either may be made by personal delivery to or by mailing to:

City: City of Woodland
300 First Street
Woodland, CA 95695

County: County of Yolo
Courthouse
725 Court Street
Woodland, CA 95695

Micro Fiched

Mailed notices shall be deemed delivered three days after deposit in the U. S. Mail, properly addressed and with postage prepaid. A change of person or place to send or receive notices shall be made in accordance with provisions set forth hereinabove.

COUNTY OF YOLO :

Arthur H. Edwards
Chairman, Board of Supervisors

CITY OF WOODLAND:

Jan Kings
City Clerk

[Signature]
Approved as to form by County Counsel

ATTEST:

Laurence P. Henigan, Clerk
Clerk of Board of Supervisors

By Eric E. Lucas Deputy

David T. Penney
Approved as to form by City Attorney

Pro. A. Peterson
Deputy City Clerk

RECEIVED

JAN 16 1979

PETER McNAMEE, Clerk

By

Deputy

(Agreement for Administrative Services)

FILED

JAN 16 1979

PETER McNAMEE, Clerk

By

Deputy

THIS AGREEMENT ENTERED the 2nd day of January, 1979, by and between the COUNTY OF YOLO, hereinafter called COUNTY and JAMES M. UNDERWOOD, hereinafter called CONTRACTOR.

WITNESSETH:

Micro Fiched

RECITALS:

1. Due to a general reduction of positions throughout the County, the need to develop a departmental intern program using university students for special short-term assignments has increased substantially.
2. For the COUNTY to have a departmental intern program, the COUNTY is in need of an intern program coordinator.
3. Said CONTRACTOR will organize and administer an intern program by working with the departments, universities and students involved, and will assist with administrative tasks in the Office of the County Administrator.
4. Said CONTRACTOR is an independent contractor, and is familiar with the aforesaid need for a student intern program and administrative services, and is willing and able to provide said services.

AGREEMENTS:

1. COUNTY agrees to engage CONTRACTOR to provide all student intern coordination services required by the County including but not limited to:

A. Developing a program delineating the use of student interns for staff assistance in County offices.

B. Serving as the liaison between all departments, universities and students in an effort to organize the program, to place interns, and to administer a County intern program.

C. Assisting the County Administrative Officer with Micro Fished various administrative tasks.

2. COMPENSATION: In and for consideration of the above referenced services, COUNTY agrees to pay CONTRACTOR from January 2, 1979, through June 30, 1979, at the rate of FOUR DOLLARS AND FIFTY-THREE CENTS (\$4.53) per hour, 40 hours per week, and for all mileage and incidental expenses. Claims for payment under the terms of this agreement shall be provided to the COUNTY by CONTRACTOR on the fifteenth and on the last day of each month for payment during the period in which this agreement applies.

3. TERMS: The term of this agreement shall be from January 2, 1979 through June 30, 1979, inclusive, with a fifteen (15) day notice from either party to this agreement for termination of agreed upon services.

4. CONTRACTOR is and at all times during the performance of the Agreement shall be construed to be an independent contractor, and not an officer, employee or agent of COUNTY.

IN WITNESS WHEREOF, the parties fix their hand this 2nd day of January, 1979.

APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNSEL

By [Signature]
DEPUTY COUNTY COUNSEL

COUNTY OF YOLO, a political subdivision
of the State of California

By [Signature]
Chairman of the Board of Supervisors

ATTEST:

LAURENCE P. HENIGAN, CLERK

By [Signature]
Deputy

[Signature]
JAMES M. UNDERWOOD

COMPLETE AND RETURN

STATE OF CALIFORNIA - HEALTH AND WELFARE AGENCY

EDMUND G. BROWN JR., Governor

DEPARTMENT OF HEALTH SERVICES

714/744 P STREET
SACRAMENTO, CA 95814

(916) 322-2950

Yolo County
Agreement No. 79-6



December 28, 1978

RECEIVED

DEC 29 1978

COUNTY COUNSEL

Micro Fiched

Otis Cobb, M.D., Director
Yolo County Health Department
10 Cottonwood Street
Woodland, CA 95695

Dear Doctor Cobb:

MATERNAL AND CHILD HEALTH (MCH) GRANT AWARD NUMBER: 78-381 MCH

We are pleased to advise that your application entitled "Childhood Lead Study" requesting Childhood Lead Program funding from MCH has been approved. For the purpose of program and fiscal audit review, the grant award is subject to the following conditions:

1. The attached Exhibit A entitled "Childhood Lead Study" consisting of two pages represents the plan of program performance expectations agreed to by the County for this program.
2. The attached Exhibit B entitled "Budget" represents the line item expenditure and ceilings agreed to by the County for the fiscal support of this program, and expenditures shall not exceed any individual numbered line item without prior authorization from the State.
3. The County shall purchase equipment only in accordance with the budget exhibit identified in paragraph 2.
4. Robert Bates, M.D., is designated the Program Coordinator. The County will notify the State prior to appointment of any substitute coordinator.
5. Fred Harvey, Manager, Childhood Lead Program, MCH Branch, is designated the State MCH Program Liaison.
6. The County shall submit a progress report in writing on or before July 30, 1979 that shall include the number of children screened in county child health and disability prevention (CHDP) programs, in Well Child Conferences, in any other county programs; number of Free Erythrocyte Protoporphyrin (FEP) analyses and blood lead analyses performed in county laboratory; number of home visits made; number of children referred for diagnosis and treatment for lead burden; number of environmental investigations for lead sources; number of environmental hazards reduced; and number of children in follow-up at end of quarter.
7. County agrees that MCH approved procedures, as set forth in Childhood Lead Program Handbook, will be used in screening and follow-up and in environmental source investigations.

RECEIVED

DEC 28 1978

DEPARTMENT OF HEALTH

COMPLETE AND RETURN

December 28, 1978

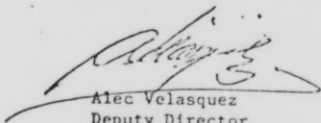
8. County agrees to submit individual reports on children tested, use of laboratory facilities, home visits made and environmental hazards investigated on forms provided by MCH, and also agrees to use state provided laboratory analysis slips.
9. County agrees laboratories performing analyses will be participants in State Proficiency Program. Micro Fiched
10. County agrees that any and all travel and per diem paid its employees under this grant award shall be at rates not to exceed those of the State Board of Control for regular employees then in effect. No travel outside the State of California shall be authorized under this grant award.
11. All reports, invoices, and other communications to be delivered to: Fred Harvey, Manager, Childhood Lead Program, Department of Health Services, Maternal and Child Health, 714 P Street, Room 355, Sacramento, CA 95814.
12. In consideration of the services described in paragraph 1 of this grant award, performed in a manner acceptable to the State, the State shall reimburse the County quarterly in arrears, upon submission of an invoice, on the County's letterhead, in quadruplicate, prepared in a format acceptable to the State, with original signature of the person authorized by the County to sign on behalf of the County, stating the inclusive time period covered and this grant award number, for actual itemized expenditures in accordance with the budget identified in paragraph 2 of this grant award.
13. The period of this grant award is January 1, 1979 through June 30, 1979.
14. The total amount payable to the County by the State under this grant award shall not exceed \$12,273.
15. This grant award can be terminated by mutual agreement of both parties with 30 days written notice.

Please acknowledge receipt of this letter and the County's grant award to the provisions contained herein by endorsing the first copy and returning it to the address listed in paragraph 11 of this grant award. Invoices cannot be honored without a signed grant award.

December 28, 1978

MCH appreciates your interest in being a service provider and looks forward to working with you in this program.

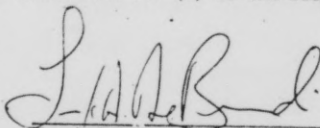
Sincerely,



Alec Velasquez
Deputy Director
Community Health Services Division

Micro Fiched

I certify that funds are available under Item 244 (b) of the Budget Act of 1978.

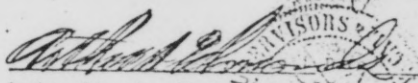


Date 3/1/79

Frank DeBernardi, Chief
Budget Section
State Department of Health Services

The COUNTY of YOLO hereby
acknowledges the receipt of this grant award and agrees to the provisions
contained herein.

Date 1/1



Arthur Edmonds, Chairman
Board of Supervisors



Attachments:

Sample Invoice

cc: Ruth Range, PHN, CHDP

Micro Filled

EXHIBIT B - BUDGET

Agreement Number: 78-381

Contractor or County: County of Yolo

Budget Period: January 1, 1979 Through June 30, 1979

BUDGET CATEGORIES	(1) TIME OR PERIOD	(2) PAY PERIOD	(3) ORIGINAL			(4) REVISED			(5) OTHER SUPPORT	(6) STATE (7) SUPPORT (8) TOTAL		
			COST	STATE SHARE	AUTHO- RIZED	COST	STATE SHARE	AUTHO- RIZED		ORIGINAL (1) x (2) x (3) x	REVISED BY (4) x (5) x (6) x	TOTAL (7) x (8) x
PERSONNEL												
1. Project Director, Physician	05	N/A		-0-						-0-		
2. Public Health Nurse	50	Month	1658	50	06					4974		
3. Administrative Clerk II	50	Month	1038	50	06					3114		
A. SUBTOTAL, Positions receiving employee benefits B. SUBTOTAL, Positions not receiving employee benefits C. SUBTOTAL, Employee benefits (Benefit rate -0- % x (A) ... AMENDED (Benefit rate % x (A) amended) D. SUBTOTAL, Salary savings (Savings rate -0- % x (A) + (C) ... AMENDED (Savings rate % x (A) + (C) amended) E. TOTAL PERSONNEL ((A) + (B) + (C) - (D)) -0- 8,088												
TRAVEL												
4. Mileage and related	Mile	17c	100	2300						-0-	391	
F. SUBTOTAL, SMIT travel G. SUBTOTAL, Private travel H. TOTAL TRAVEL ((F) + (G)) -0- 391												

BUDGET CATEGORIES		I. ORIGINAL			II. REVISED			III. OTHER SUPPORT	IV. STATE SUPPORT		
		COST	STATE SHARE	AUTHORIZED	COST	STATE SHARE	AUTHORIZED		ORIGINAL (1) x (2) x (3) =	REVISED BY (4) x (5) x (6) = (3) =	TOTAL (8) x (9) =
OPERATING EXPENSES	Unit	Per Unit	%	Number of Units	Per Unit	%	Number of Units				
SUPPLIES											
5. Office & clinical, general consumables	Month	\$65	100	6				-0-	390		
CONSULTANT SERVICES											
SPACE RENTAL											
DATA PROCESSING											
UTILITIES											
DUPLICATION SERVICES											
COMMUNICATIONS											
OTHER											
1. TOTAL OPERATING EXPENSES								-0-	390		
EQUIPMENT	Rental bidding period	Per Unit	%	Number of Units	Per Unit	%	Number of Units				
Hemostatuometer	N/A	3000	100	1					3000		
4. TOTAL EQUIPMENT								-0-	3000		

Administrative support @ 5%
of salaries & benefits

78-284
December 19, 1978

EXHIBIT A

"CHILDHOOD LEAD STUDY"

Plan of Program Performance Expectations

GOAL

To determine the size of the lead-burdened population of children in Yolo County.

OBJECTIVES

Time: From January to June 1979.

Micro Files

Target Population: A sample of Yolo County children who are "at risk" for having an excessive lead burden. The sample will be drawn mainly from the three major population areas of Yolo County (Davis, Woodland, East Yolo). The children will be ages 0-6 years with an emphasis on those 12 to 36 months of age. The emphasis will be on children from families of lower socio-economic standing and especially those children where there is a history of pica (ingestion of non food substances).

Method for Screening: A small sample of capillary blood will be obtained from each child to test for an elevated level of free erythrocyte protoporphyrin (F.E.P.). This test will be done at the screening site and children with elevated F.E.P. levels will be further evaluated to distinguish between lead poisoning and iron deficiency anemia.

Follow-up and Referral: Will be provided according to Health, Education & Welfare protocols to previously identified qualified health providers in the county. This will be done by the special project nurse and our department public health nurses. Follow-up referral for sources of lead in the child's environment will be provided by a State Department of Health Services consulting environmental investigator in conjunction with our Environmental Health Division..

Evaluation: Data will be collected on all tested children. This data will be supplied to the State on a timely basis, and the summary data will be returned to us for future program planning.

ACTIVITIES

1. The lead study personnel (half-time public health nurse and half-time clerk) will be hired on a contract basis to carry out the bulk of the work involved in the study. Equipment, supplies, and personnel will be provided by the State Department of Health Services at 100% of costs. MICRO FILMED
2. Study personnel, as well as Health Department nurses, sanitarians, physicians and other involved individuals, will receive inservice training (provided by the State Department of Health Services) regarding the lead poisoning problem in general and the activities in the study in particular.
3. We will screen children in our existing screening activities (e.g., Child Health & Disability Prevention, Child Health Conferences) to the extent that this is practical in some of the sites.
4. A mobile lead screening van can be made available from the State Department of Health Services to provide screening clinics on a walk-in basis in such public places as shopping centers.
5. Special groups of children (e.g., nursery school and Head Start children) may be screened at special clinics or with the mobile van.
6. Health professionals and the general population will be adequately informed of this study to insure a maximum degree of health education and to elicit a maximum degree of cooperation and participation.

YOUR RECEIPT

Date (Must be after last day of billing year)

Address:

(See Hospital Project Coordinator
and your contract)

Contract No.: XXX-XXX (See Standard Agreement Form for 3 digit number)

Item: XXXXX (See Standard Agreement Form for alphanumeric designation)

Invoice: XX (Number your invoices beginning with 01)

Period: (Use inclusive dates, for example, September 1 to September 30, 1975)

PERSONNEL SERVICES

1. Clerk 1, Janice Smith	\$ XXX.XX	
2. R.D. Podziemski, Roger Black	X,XXX.XX	
3. X-Ray Technician, Tom Ryan	XXX.XX	
4. Nutritionist, Alice White	X,XXX.XX	
Total Salaries and Wages		\$ X,XXX.XX
Employee Benefits @ _____%		XXX.XX
TOTAL PERSONNEL SERVICES		\$ X,XXX.XX

TRAVEL

5. XXX miles @ _____¢ per mile	XX.XX	
6. XXX days per diem @ \$_____ per day	XX.XX	
7. Taxi fares	X.XX	
8. Phone fares	XXX.XX	
TOTAL TRAVEL		XXX.XX

OPERATING EXPENSES

Supplies		
9. Office	XX.XX	
10. Clinic	XXX.XX	
11. Health Education	XX.XX	
12. Film	XX.XX	
Total Supplies		XXX.XX
Communication		
13. Telephone and Telegraph	XXX.XX	
14. Postage	XX.XX	
Total Communications		XXX.XX
Utilities		
15. Water and Gas	XX.XX	
16. Electricity	XX.XX	
Total Utilities		XX.XX
Consultants		
17. Dentist: XX hours @ \$_____ per hour	XXX.XX	
18. Evaluator X days @ \$_____ per day	XX.XX	
Total Consultants		XXX.XX
TOTAL OPERATING EXPENSES		X,XXX.XX

EQUIPMENT

19. Typewriter rental	XX.XX	
20. Stereoscope purchase	XX.XX	
TOTAL EQUIPMENT		XXX.XX

HOSPITAL SERVICES

21. XX inpatient room-days @ \$_____ per day	XXX.XX	
TOTAL HOSPITAL SERVICES		XXX.XX
TOTAL CLAIM		\$ X,XXX.XX

Micro Fished

THE INFORMATION AND LINE ITEMS AT THE END OF THIS INVOICE ARE FOR THE
ACTUAL COSTS OF THE PROJECT, LINE ITEMS, AND FOR THE PROJECT COST OF
THE PROJECT AND INVESTMENT. PROJECT COSTS ARE NOTED
END OF RECEIPT

SAMPLE INVOICE

by _____ (Typed name and title of claimant)
(Signed name and title of claimant)

FILED

JAN 19 1979

PETER McNAMEE, Clerk

By *John B. Lucas*
Deputy

1 AGREEMENT NO. 79-7

2
3 THIS AGREEMENT made and entered into this 16th day of
4 January, 1979, by and between the COUNTY OF YOLO, a political
5 subdivision of the State of California, hereinafter referred
6 to as COUNTY, and RETAILERS CREDIT ASSOCIATION, Sacramento,
7 California, hereinafter referred to as RCA,

8 W-I-T-N-E-S-S-E-T-H:

Micro Fiched

9 RECITALS:

- 10 1. The Yolo County General Hospital, department of the County
11 of Yolo, requires the services of a collection agency to
12 collect accounts outstanding; and
13 2. RCA is an established collection agency operating within
14 the County of Yolo and is willing to aid COUNTY in the collec-
15 tion of outstanding Yolo General Hospital accounts.

16 AGREEMENTS:

- 17 1. In consideration of the covenants of COUNTY herein, RCA
18 agrees as follows:

19 A. To accept any assignment of Yolo General Hospital
20 accounts given to it for collection and to expend its best
21 efforts to recover thereon.

22 B. To accept as assignments a copy of the billings as
23 used by Yolo General Hospital.

24 C. To remit to Yolo General Hospital, the following
25 percent of the principal amount of moneys recovered on accounts
26 assigned:

- 1 1) 50 percent as to all accounts forwarded by RCA
2 to another collection agency. Micro Flohed
3 2) 50 percent as to all accounts under \$100.00.
4 3) 50 percent as to all accounts in which legal
5 proceedings result in the commencement of a trial.
6 4) 100 percent of all moneys collected from any
7 officer or employee of COUNTY that were held
8 by such officer or employee within the scope of
9 his office or employment.
10 5) As to all other accounts the percentage shall
11 be as follows:
12 a) 66-2/3 percent on accounts assigned within
13 90 days after becoming past due, and
14 b) 60 percent on all other accounts.
15 D. To remit to COUNTY 50 percent of interest collected on
16 assigned accounts.
17 E. To render statements to Yolo General Hospital as of
18 the 25 day of each month showing name of debtor and the amount
19 recovered together with the total recovery.
20 F. To review all assigned accounts at six-month intervals
21 and to return the accounts to Yolo General Hospital only when
22 it has determined from an investigation that the account is
23 uncollectible.
24 G. To furnish in accordance with the provisions of Govern-
25 ment Code § 26221 and as a prerequisite to any assignments under
26 this agreement and to maintain during the term of this agreement

1 under this agreement and to maintain during the term of this
2 agreement a bond in the sum of not less than TEN THOUSAND DOLLARS
3 (\$10,000) payable to COUNTY and executed by a corporate surety
4 licensed to do business in this State for the faithful perfor-
5 mance of the terms and conditions of this agreement. Micro Fished

6 H. To permit the Auditor of COUNTY upon order of the Board
7 of Supervisors of COUNTY to make periodic audits of the accounts
8 and books of RCA.

9 I. To compromise assigned accounts upon agreement of the
10 Hospital Administrator.

11 J.. To furnish Yolo General Hospital with status reports
12 on all assigned accounts on June 30 and December 13 of each
13 year; or oftener, if mutually agreed.

14 2. IN CONSIDERATION OF THE COVENANTS OF RCA, COUNTY agrees as
15 follows:

16 A. To assign to RCA those General Hospital accounts that
17 the Hospital Administrator in his/her discretion deems necessary.

18 B. To authorize the Hospital Administrator to agree to
19 compromise of assigned accounts by RCA.

20 C. Not to make any redeterminations of debtor's eligib-
21 ility for assistance or ability to pay that affects any account
22 assigned hereunder without prior consultation with RCA.

23 3. THE PARTIES HERETO FURTHER AGREE AS FOLLOWS:

24 A. The terms of this agreement shall commence on the
25 16th day of January, 1979, and may be revoked by either party
26 upon thirty (30) days' written notice to the other, and any

1 accounts assigned to RCA for collection shall remain with RCA
2 under the terms hereinabove set forth.

3 B. This agreement supersedes Yolo County Agreement Nos.
4 65-150, 69-4, 70-360, and 76-24 and any other agreements between
5 the parties for the collection of accounts of the Yolo General
6 Hospital.

Micro Fiched

7 IN WITNESS WHEREOF, the parties hereto have set their
8 hands and seals the day and year first above written.

COUNTY OF YOLO, a political sub-
division of the State of California

11 BY Baker A. Murchland
12 CHAIRMAN OF THE BOARD OF SUPERVISORS

13 JAN 19 1979

14 ATTEST:

15 PETER MCNAMEE, CLERK

16 BY Debra E. Bailey
17 DEPUTY

18 (SEAL)

19 RETAILERS CREDIT ASSOCIATION

20 BY [Signature]

21 (SEAL)

8K
FILED

JAN 19 1979

PETER McNAMEE, Clerk

By Peter McNamee
Deputy

79-
AGREEMENT NO. ~~79-8~~ 9

THIS AGREEMENT, made and entered into this 16th day of January, 1979, by and between the COUNTY OF YOLO, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and BRYAN PATTERSON, doing business as HELVETIA PARK (hereinafter referred to as "PERMITTEE"), and LUCKY and RUTH WILLIAMS, husband and wife (hereinafter referred to as "OWNERS"),

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. On March 22, 1977, PERMITTEE filed an application for a use permit to conduct commerical recreation facilities including motocross motorcycle racing at Helvetia Park, which is located on approximately seventeen (17) acres of land at 2602 River Road, State Highway 16, south of Elkhorn, in the A-1 zone.
2. On August 17, 1977, at a continued public hearing, the Yolo County Planning Commission granted said use permit on several conditions, including execution of a contract to implement said conditions.
3. On June 21, 1978, the Yolo County Planning Commission held a public hearing to review the use permit. At said hearing, it was determined that a number of conditions had not been complied with by applicant and the use permit was denied.
4. On July 18, 1978, the Yolo County Board of Supervisors heard the appeal by applicant of the denial by the Planning Commission. It was determined by the Board of Supervisors that several conditions had not been satisfied and the hearing was continued until September 19, 1978, to allow time for the applicant to satisfy all of the requirements of the use permit.

1 5. On September 19, 1978, the Board of Supervisors determined that
2 applicant was in substantial compliance with the conditions of the use
3 permit. Based on the representation by applicant that he would be in
4 compliance with all of the conditions within a few weeks the Board of
5 Supervisors approved the use permit subject to applicant entering into a
6 modified contract with the County of Yolo, designed to implement the
7 conditions of the use permit as modified by the Board of Supervisors.
8 Applicant agreed that the Planning Director of the County of Yolo would have
9 the authority to issue a Cease and Desist Order against the PERMITTEE upon
10 presentation of evidence indicating violation by the PERMITTEE or OWNERS of
11 any of the contract conditions. Micro Fiched

12 6. The purpose of this contract is to implement the conditions imposed by
13 the use permit as modified by the Board of Supervisors.

14 AGREEMENTS:

15 1. In and for consideration of the covenants and conditions herein
16 contained, the Yolo County Board of Supervisors hereby agrees to grant a use
17 permit allowing motocross motorcycle racing as requested in PERMITTEE'S use
18 permit, which use would not be allowable but for the protections afforded by
19 this agreement. Specifically, the Board declares its intention that the
20 Cease and Desist authority agreed to in this contract is essential because
21 of the unique circumstances involved in this use permit request, and that
22 the number and enforcement complexity of the conditions imposed on said use
23 permit would be unenforceable but for the provisions of this agreement.

24 2. In and for consideration of the covenants and agreements herein
25 contained, the PERMITTEE and OWNERS agree and covenant as follows:

26 A. The PERMITTEE and the OWNERS hereby further acknowledge and agree

1 that the use permit does not allow rodeos nor, unless amended, overnight
2 camping to be conducted on the site, and agree to abide by said condition,
3 and strictly to comply with each and every conditions imposed upon this use
4 permit, as set forth hereinafter.

5 B. The PERMITTEE and OWNERS hereby agree and covenant that the Yolo
6 County Planning Director shall, by virtue of this agreement, and for the
7 term of this agreement, have the authority to issue to PERMITTEE and OWNERS
8 a Cease and Desist Order prohibiting motocross motorcycle racing to be
9 conducted on the subject premises. Micro Fished

10 In the event that such a Cease and Desist Order is issued,
11 PERMITTEES and OWNERS agree immediately to abide by the instructions
12 contained within said Cease and Desist Order, and to cease and desist from
13 conducting any operations within the subject site which are not in strict
14 conformity with each and every condition imposed upon this use permit as set
15 forth in this agreement.

16 C. The Planning Director shall issue a Cease and Desist Order only in
17 the event that evidence is presented to him indicating reasonable cause to
18 believe that one or more than one of the conditions imposed upon said use
19 permit have been violated by either PERMITTEE and/or OWNERS.

20 D. In the event that such a Cease and Desist Order is issued, the
21 Planning Director shall immediately set a hearing at the Yolo County
22 Planning Commission for the purpose of considering evidence as to whether or
23 not a violation of one or more than one of said conditions has, in fact,
24 occurred. Notice of said hearing shall be given to PERMITTEE and OWNERS in
25 the manner hereinafter stated. Notice of said hearing shall be given to
26 other interested persons in the mode and time determined by the Planning

Director to be appropriate.

E. In the event that the Planning Commission determines that a violation of one or more conditions has, in fact, occurred, it shall revoke said use permit in the mode and manner prescribed for revocation by the Yolo County Code.

Micro Fiched

F. Between the time of issuance of the Cease and Desist Order and the conclusion of a hearing upon a use permit revocation conducted by the Planning Commission, PERMITTEE and OWNERS agree not to conduct motocross motorcycle racing without prior written consent of the Planning Director first had and obtained, which consent may be conditioned so as to insure compliance with the conditions of the use permit, in the discretion of the Planning Director.

3. Conditions of Approval. PERMITTEE and OWNERS hereby covenant, agree, and will comply with all of the following listed conditions of approval of the use permit.

A. That sanitary facilities shall be maintained in accordance with County Health Department regulations. If additional facilities are needed, they shall be provided. If food is to be sold, the facilities must comply with regulations governing food establishments. The swimming pool shall not be used until it meets the Health Department's regulations. After it has been approved for use by the Health Department, a lifeguard must be on duty.

B. That no parking is to be allowed on State Route 16 or the access road.

C. That applicant obtain a letter from the University of California, Berkeley, indicating clear right of access to an emergency vehicle road, which will suffice for an emergency access during races at Helvetia Park,

1 and shall submit said letter to the Planning Director within a reasonable
2 time after execution of this agreement.

3 D. That a state standard road connection shall be built connecting
4 the Helvetia Park access road with State Route 16 to the satisfaction of the
5 State Department of Transportation. Easements shall be obtained when
6 necessary from Reclamation District 536, the Corps of Engineers, CalTrans,
7 and the State Reclamation Board.

Micro Fished

8 Applicant shall obtain written approval from CalTrans indicating
9 that satisfactory arrangements have been made for the road connection, and
10 shall submit same to the Planning Director within a reasonable time after
11 execution of this agreement.

12 E. That parking arrangements including layout and traffic circulation
13 patterns shall be provided to the satisfaction and approval of the Planning
14 Department.

15 F. That applicant remove brush growing adjacent to the road to
16 increase visibility.

17 G. That fire protection facilities shall be provided to the
18 satisfaction of the Elkhorn Fire District.

19 H. That protected areas shall be provided for spectators. Such areas
20 shall be designated by clearly visible signs. Protective barriers shall be
21 placed between the race course and the spectators. These barriers shall be
22 provided to the satisfaction of the Planning Department. Designated
23 spectator areas shall be placed so that spectators do not cross the race
24 course. Spectators shall be restricted to designated areas for viewing the
25 race.

26 I. That standard safety equipment shall be worn by all participants.

1 J. That an ambulance shall be employed during any motorcycle
2 activities.

3 K. That no overnight camping shall be permitted at Helvetia Park.

4 L. That motocross racing shall be permitted a total of two Sundays
5 per month, plus holidays. A copy of schedules and all advertisements shall
6 be submitted to the Planning Department.

7 M. That no race preparation or race or warm-ups shall occur earlier ^{Micro. Fished}
8 than 9:00 A.M. nor later than 7:00 P.M. on the designated race days except
9 that individual motorcycle engines may be run only for the purpose of noise
10 level testing commencing at 8:00 A.M. on the designated race days.

11 N. That no trespassing on adjacent agricultural lands shall occur. It
12 will be the responsibility of the operator to police the events.

13 O. That watering and the addition of soil amendments for dust control
14 shall be done as frequently as possible.

15 P. That no open burning for maintenance of the facility is allowed.

16 Q. That applicant schedule no racing events during the two week
17 pollination period in the event corn is planted in the vicinity.

18 R. That additional trees and shrubs be planted, thereby increasing
19 the replenishment of oxygen in the air.

20 S. That no motorcycle shall be allowed to be driven on said race
21 course, which motorcycle generates a noise level exceeding 105 dB(A)
22 measured twenty (20) inches from the tailpipe of said motorcycle. Said
23 measurement procedure shall be conducted as specified by the Motorcycle
24 Industry Council Stationary Procedure MIC/E-76.

25 T. That there shall be no race conducted which generates a Maximum
26 RMS A-weighted level higher than 55 dB(A) measured from the residential

1 property on the east side of the Sacramento River which is closest to the
2 race course measured on a line of sight.

3 4. Enforcement of Conditions for Sound Measurement.

4 A. It shall be the applicant's responsibility to obtain the necessary
5 equipment and to monitor the noise generated by each motorcycle as
6 referenced in subparagraph 3-S and 3-T hereinabove. Micro Fished

7 B. Upon receiving evidence which constitutes a reasonable cause to
8 believe that the noise level generated by motocross motorcycle racing on the
9 site exceeds 55 dB(A) peak measured from the nearest residential property,
10 the Planning Director shall take whatever steps he deems necessary to
11 investigate the complaint, and PERMITTEE and OWNERS agree to allow access to
12 the site of the Planning Director or his delegate to take whatever sound
13 measurements are necessary to investigate the complaint.

14 C. Any person adversely affected by the noise generated by the
15 Helveria Park site may submit evidence tending to show reasonable cause that
16 these noise standards have been violated. Such evidence may take the form of
17 recorded readings from sound measuring devices and/or equipment.

18 5. Notification of Action. PERMITTEE and OWNERS agree immediately to
19 notify COUNTY of the filing of any claim against PERMITTEE and OWNER,
20 COUNTY, or both, for injuries sustained within the demised premises.

21 6. Notices. Any notice required by this contract to be given by one party
22 to another party shall be given by regular United States mail, postage
23 prepaid, addressed as follows:

24 County of Yolo
25 Attention: Robert A. Peterson
26 Planning Director
292 West Beamer Street
Woodland, CA 95695

1 Mr. Bryan Patterson, et al.
2 4756 Brookfield Drive
3 Sacramento, CA 95823 PERMITTEE

3 Ruth Williams
4 3236 Kentfield Drive
5 Sacramento, CA OWNERS Micro Fiched

5 7. Covenants and Conditions. The parties hereto expressly agree that each
6 term of this agreement shall be both a covenant and a condition.

7 8. Merger Clause. The parties mutually agree and acknowledge that this
8 written instrument contains the whole of their agreement, and shall not be
9 modified except by written instrument signed by both parties.

10 9. Waiver. One or more waivers by PERMITTEE and OWNERS of any covenant or
11 condition of this agreement shall not be construed as a waiver of a
12 subsequent breach of the same or any other covenant or condition. COUNTY'S
13 consent or approval shall not be deemed to waive or render unnecessary
14 COUNTY'S consent to or any subsequent similar act by PERMITTEE and OWNERS.

15 10. Construction. The marginal headings of the paragraphs of this agreement
16 are not a part of this agreement and shall have no effect upon the
17 construction or interpretation of any part of this agreement.

18 11. Binding on Successors. Each term and condition of this agreement shall
19 be binding upon and inure to the benefit of the heirs, executors,
20 administrators, successors, and assigns of COUNTY and PERMITTEE and OWNERS.

21 IN WITNESS WHEREOF, the parties hereto have executed this agreement as
22 of the day and year hereinabove set forth.

23 COUNTY OF YOLO, a political subdivision of the
24 State of California

25 By: Betsy A. Marchant
26 CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

JAN 19 1979

1 ATTEST:

2 PETER McNAMEE, Clerk

3 By: Debra E. Conley

Deputy

(SEAL)

Micro Fiched

HELVETIA PARK

By: Bryan Patterson

BRYAN PATTERSON, PERMITTEE, dba HELVETIA PARK

By: LT Lucky Williams

LUCKY WILLIAMS, OWNER

By: Ruth Williams

RUTH WILLIAMS, OWNER

FILED

JAN 16 1979

PETER McNAMEE, Clerk

By Budwig Rodgus
Deputy

AGREEMENT NO. 79-9

(Memorandum of Understanding)

RECEIVED

JAN 16 1979

PETER McNAMEE, Clerk

By _____
Deputy

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the County of Yolo, hereinafter referred to as the COUNTY, and the Yolo County Government Employees' Association, hereinafter referred to as the ASSOCIATION.

PREAMBLE

Micro Fished

It is the purpose of this Memorandum of Understanding to achieve and maintain harmonious relations between the County and the Association, to provide for equitable and peaceful adjustment of differences which may arise, and to establish wages, hours, and other conditions of employment.

ARTICLE I

RECOGNITION

1.1 The County recognizes the Association as the exclusive bargaining agent for all County employees working in those classifications listed in Appendix A.

1.2 New Positions.

In June and December, and at other times as necessary, representatives of the County and Association shall meet for the purpose of assigning any newly created classifications to a bargaining unit. Such assignments shall be by mutual agreement. If the parties fail to agree, the issue shall be submitted to the Labor Relations Panel for determination.

1.3 County and Association agree to start meeting and conferring relative to a revision of employer-employee relations policy no later than March 1, 1979.

ARTICLE II

ASSOCIATION SECURITY

Micro Fiched

2.1 Maintenance of Membership.

Each employee covered by this Memorandum of Understanding who, on the effective date of this Memorandum of Understanding, is a member of the Association, and each employee covered who voluntarily becomes a member after that date, shall maintain his/her membership in Association during the term of this Memorandum of Understanding.

2.1.1 Notwithstanding Section 2.1 above, members may withdraw from the Association during the 30 day period immediately preceding the expiration date of this Memorandum of Understanding only by filing a written notice of withdrawal with the Association and the Auditor's Office.

2.2 Checkoff.

Association shall have the sole and exclusive right to have membership dues deducted by the County on payroll deduction for all employees covered by this Memorandum of Understanding and such deductions as to any employee covered shall not be permissible except to the exclusive representative.

2.2.1 County shall deduct Association dues and voluntary payroll deduction programs from employees' pay when they so request. County shall pay over to the Association or designated payee within 15 days all sums so deducted.

2.3 In the event an Association member requests termination of payroll dues deduction, County shall notify Association within 72 hours of such request.

1 2.4 Association shall indemnify and hold the County harmless from any and
2 all claims, demands, and suits arising from maintenance of membership
3 as provided herein.
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

Micro Fished

ARTICLE III

DISCRIMINATION

The County agrees not to discriminate against any employee for his/her activity on behalf of, or for his/her membership in the Association, provided however, such activity is conducted in accordance with this Memorandum of Understanding.

Micro Flohed

ARTICLE IV
EMPLOYEE RIGHTS

Micro Fichea

4.1 Personnel Files.

4.1.1 County recognizes the employee's rights under State and Federal privacy laws to confidentiality of personnel files. County accepts responsibility for maintaining confidentiality and physical security of these files. Every County employee has the right to review his/her personnel file at reasonable intervals during the regular business hours of the County. Employees have the right to respond in writing or personally to any information in their files. Such response becomes a permanent part of the employee's personnel record.

4.1.2 The Personnel Services Agency shall maintain the official personnel file for each employee. A working personnel file also may be maintained within the employee's department.

4.1.3 Only job-related material shall be maintained in the personnel files. No entry shall be made into any personnel file unless the employee is provided with a copy of said entry.

4.1.4 Matters of a derogatory nature which have not in and of themselves provided the basis for disciplinary action within six (6) months from the date of entry shall not be used as a basis for any future disciplinary action by themselves. However, an accumulation of matters of a derogatory nature, some of which may exceed six (6) months, may lead to disciplinary action. The six month period shall be extended by the pendency of a criminal action involving that conduct.

4.2 Performance Evaluation.

4.2.1 Employees shall be evaluated in accordance with Yolo County Code

1 Section 2-6.32 and administrative rules and regulations adopted by the
2 County. County agrees to meet and confer relative to any substantive
3 change in the manner by which employees are evaluated.

4 4.2.2 Evaluations shall include narrative remarks to support the overall
5 rating.

6 4.2.3 Employees who receive ratings of overall less than satisfactory shall
7 have included with their evaluations: Micro Fished

- 8 1. A clear statement of the problem, to include specific areas
9 and any prior conference.
- 10 2. Suggested remedial action.
- 11 3. Suggested time frame for improvement.

12 4.2.4 Employees may respond in writing to a performance evaluation.

13 4.2.5 If an employee feels that a performance evaluation is an abuse of
14 discretion, he/she may rebut in writing within ten (10) working days
15 of receipt of the final evaluation the formal performance evaluation
16 of his/her immediate supervisor. The employee, at the same time, may
17 submit a formal appeal of the evaluation to the department head,
18 raising specific issues of disagreement. The department head shall
19 respond and render a decision on the appeal, in writing, addressing
20 the specific issues the employee raises within ten (10) days of
21 receipt of the appeal. If the employee is not satisfied with the
22 department head's response, he may attach a formal rebuttal to the
23 department head's response, which shall be placed in the employee's
24 personnel file.

25 4.2.6 Employees receiving overall ratings of less than satisfactory in
26 performance evaluations may file a grievance with the department head

1 in the following circumstances:

2 1. The evaluation is an abuse of discretion because:

3 a. The conclusions in the evaluation are not supported by the
4 findings in the evaluation; Micro Fiched

5 b. The findings in the evaluation are not supported by sub-
6 stantial evidence in light of the entire record of perfor-
7 mance during the year, in other words, the evaluation is
8 unreasonable, arbitrary, and/or capricious.

9 4.2.7 Outstanding performance shall be recognized as well as less than
10 satisfactory performance.

11 4.3 Conflict of Interest and Disclosure Statements.

12 Each bargaining unit employee who is affected shall be furnished with
13 a copy of the conflict of interest code adopted by the department in
14 which the employee serves. The County shall see that the County Clerk
15 maintains forms for statements required of bargaining unit employees
16 by the conflict of interest provisions of the Political Reform Act of
17 1974 and conflict of interest codes adopted thereunder.

ARTICLE V
ASSOCIATION RIGHTS

5.1 Employee Contact:

Micro Fished

The Association Representative of the Yolo County Government Employees' Association shall have the right to contact individual employees working within the representation unit, during normal business hours, at reasonable times and for a reasonable period of time on matters of Association business, with prior notice to the appropriate supervisor.

5.2 Meetings.

5.2.1 Any authorized representative of the Association shall be permitted to conduct employee meetings on matters within the scope of representation, in county facilities, before and after shifts and during meal periods providing that reasonable notice be given to the department head or designee in advance and facilities are reserved as set forth in Section 5.2.2.

5.2.2 The Association shall have use of County facilities for meetings of off duty employees and the Association, provided that the Association has requested the facility reasonably in advance of the meeting and has received approval of use from the department in charge of the facility, on the same basis as other organizations.

5.3 Communications.

The Association shall have the right to reasonable use of space on County bulletin boards and the County mail system. The Association shall have use of the County telephone system to communicate with departmental employees provided that the Association pays all costs of such use.

1 5.4 Release Time.

2 The Association shall have a cumulative total of 126 hours of release
3 time off during the term of this Memorandum of Understanding without
4 loss of pay or benefits to engage in Association business. Said 126
5 hours of release time may be used by one person or divided among any
6 number of officers or designated Employee Representatives. In all
7 cases, the representative shall secure permission from his/her
8 immediate supervisor before leaving a work assignment. Such permission
9 shall not be unreasonably withheld.

10 5.5 Exclusive Rights.

Micro Fiches

11 County recognizes the exclusive right of the Association to represent
12 members of the bargaining unit on all matters relating to employment
13 conditions and employer-employee relations subject to the employee's
14 right of self-representation pursuant to Government Code Section 3503.

15 5.6 Employee Representatives:

16 The Association may, by written notice to the County Administrative
17 Officer, designate 17 of its members within the representation unit as
18 Employee Representatives. If a change in representatives is made,
19 County shall be advised in writing of such changes.

20 5.7 Grievance Processing.

21 Employee Representatives may investigate and process formal grievances
22 filed by employees.

23 5.8 The Association Office shall be notified upon the arrival of a
24 CAL-OSHA representative conducting an on-site walk-around safety
25 inspection of any area, department, division or other subdivision of
26 the County.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

ARTICLE VI
MANAGEMENT RIGHTS

The County shall have the exclusive right to determine the merits, necessity and organization of any service or activity of County government and to determine all matters concerning the management or administration of County government, subject to the provisions of this Memorandum of Understanding and applicable law.

Micro Filed

ARTICLE VII

HOURS AND OVERTIME

7.1 The standard work week for all employees covered by this Memorandum of Understanding shall consist of forty (40) hours during seven consecutive days, beginning at 12:01 a.m. Saturday and ending at 12:00 midnight the following Friday. **Micro Fished**

7.2 The standard work day for all employees covered by this Memorandum of Understanding shall consist of eight (8) hours.

7.3 Scheduling.

7.3.1. The standard work week schedule shall consist of five (5) eight (8) hour work days and two duty free days.

7.3.2 Alternative work week schedules may be established by the County and shall consist of not more than forty (40) hours. No alternative work week schedule shall contain less than four (4) work days or any work day in excess of ten (10) hours.

7.4 Meal Periods.

7.4.1 When working a shift scheduled to be six (6) or more hours, an employee shall be granted a duty free, unpaid meal period of sixty minutes at or near the midpoint of the shift, except in those departments where scheduling requires a shorter period.

7.4.2 An employee may arrange to have a shorter meal period by obtaining prior approval of the department head or designee.

7.4.3 After each four (4) hour segment of overtime worked, an employee shall be granted a thirty (30) minute duty free, unpaid meal period.

7.5 Rest Periods.

7.5.1 In each four (4) hour segment of work, an employee shall be entitled

- 1 to a paid rest period of not less than 15 minutes.
- 2 7.5.2 Notwithstanding 7.5.1 above, when working a shift scheduled to be six
3 or less hours, an employee shall be granted at least one (1) paid rest
4 period.
- 5 7.5.3 After each two (2) hour segment of overtime, an employee shall be
6 granted a fifteen (15) minute paid rest period.
- 7 7.5.4 Rest periods shall be considered time worked.
- 8 7.5.5 Rest period time not taken shall not be accumulated. **Micro Fished**
- 9 7.6 Shift Differential.
- 10 7.6.1 Except as provided below, employees shall be paid an additional \$0.30
11 per hour for all hours worked between 5 p.m. and 6 a.m.
- 12 7.6.2 Shift differential pay shall not be included in the base rate when
13 computing overtime compensation.
- 14 7.6.3 Employees shall not be entitled to shift differential pay for overtime
15 work.
- 16 7.6.4 Employees working alternative work schedules on a day shift shall not
17 be entitled to shift differential.
- 18 7.6.5 Shift differential shall be paid only for time worked. No employee
19 shall receive shift differential pay while on vacation, sick leave, or
20 as in lieu holiday pay.
- 21 7.6.6 Where an individual employee requests a change in hours on a day
22 shift, said employee may waive entitlement to shift differential as
23 part of such a request.
- 24 7.7 Overtime.
- 25 7.7.1 All hours worked in excess of the standard work day (8 hours) or
26 alternative work day if the employee is on an alternative work week

1 schedule, or in excess of the standard work week (40 hours), shall be
2 paid at the overtime rate of one and one-half (1 1/2) times the
3 regular hourly rate of pay.

4 7.7.2 All hours worked on an employee's regularly scheduled day off shall be
5 paid at the overtime rate.

6 Notwithstanding the above, a department head and employee may mutually
7 agree to change the employee's regularly scheduled days off.

8 7.7.3 All hours worked on a County-observed holiday shall be paid at the
9 overtime rate.

Micro Fished 4

10 7.7.4 In no event may an employee's work schedule be changed during the same
11 work week when the purpose of such change is to avoid payment of
12 overtime.

13 7.7.5 Overtime hours worked may be compensated with compensatory time off,
14 at a department head's discretion. Compensatory time off shall be
15 accumulated at the rate of one and one-half (1 1/2) times the number
16 of assigned overtime hours worked. No more than forty (40) hours of
17 compensatory time shall be accumulated. All overtime hours worked
18 after forty (40) hours of compensatory time have been accumulated
19 shall be compensated as paid overtime.

20 7.7.6 Compensatory time off shall be taken upon approval of the department
21 head or designee.

22 7.7.7 Accrued compensatory time shall be paid when an employee leaves County
23 employment.

24 7.7.8 County shall notify employees of the need for overtime to be performed
25 as early in advance as possible.

26 7.7.9 Overtime shall be distributed as equitably as possible among

- 1 bargaining unit employees.
- 2 7.8 Call Back.
- 3 7.8.1 When an employee is called back to work after he/she has completed an
4 assigned shift and left the worksite, the employee shall be credited
5 with one and one-half (1 1/2) hours of work, plus any and all time
6 worked in excess of one and one-half (1 1/2) hours in which the
7 employee is continuously engaged in assigned work.
- 8 7.8.2 Call back time shall be paid at the overtime rate. **Micro Fished**
- 9 7.9 Standby Duty.
- 10 7.9.1 When an employee is assigned standby duty, the County shall inform the
11 employee of the dates and hours of such assignment at least one (1)
12 week in advance, except in unforeseen circumstances.
- 13 7.9.2 Employees on standby duty shall be paid at the rate of \$0.50 per hour
14 on regular work days and \$0.75 per hour on days off for the entire
15 period of such assignment, and such compensation shall be paid not
16 later than the subsequent pay period.
- 17 7.9.3 Standby duty requires the employee so assigned:
- 18 (a) To be ready to respond immediately to calls for service;
- 19 (b) To be reachable by telephone;
- 20 (c) To remain within a reasonable distance of the work location; and;
- 21 (d) To refrain from activities which might impair ability to perform
22 assigned duties.
- 23 7.10 Flex-time Schedule.
- 24 Employees may petition to establish flex-time schedules, which may be
25 established by the County.
- 26

ARTICLE VIII
OCCUPATIONAL HEALTH

8.1 County and Association agree that the maintenance of employee's physical health is a basic component of satisfactory work performance; that a program of medical examination and review of physical condition as it relates to performance of assigned job duties is appropriate.

8.2 The physical requirements of jobs will be determined and job-related medical standards will be developed and implemented by the County. All new employees must take and successfully pass a pre-employment medical examination. All regular permanent employees are required to take and successfully pass a biennial medical examination. Regular permanent employees unable to successfully pass a job-related biennial medical examination due to medical conditions which are identified as medically correctable and job-related will be allowed a reasonable period to correct such condition.

Micro Fished

8.3 Medical examinations shall be performed by a physician from a panel designated by the County. Said panel shall consist of at least three (3) physicians with expertise and experience in industrial medicine. Medical examinations ordered by the County under this provision shall be at no cost to the employee. Appointments for such examinations shall be on County time.

8.4 If adverse action is proposed to be taken against an employee as a result of said medical examination, employee has the right to obtain a second examination by a physician of his/her choice selected from the aforementioned panel at no cost to the employee. The report of the second examination shall be considered prior to the County proceeding

1 with any adverse action.

2 8.5 County shall propose the composition of the panel and the Association
3 shall have the right to reject any panel member at the time his/her
4 name is proposed. No physician shall be appointed to the panel who is
5 employed by or under contract to the County.

6 8.6 Uncorrected job-related medical conditions determined to be permanent
7 and stationary as defined and governed by Title 2, Division 5, Part 3,
8 Chapter 8, Article 3 of the California Government Code, commencing
9 with Section 21020, shall be handled according to that section. The
10 above referenced provisions of the Government Code provide that the
11 employer may determine disability and petition the Public Employees'
12 Retirement System, State of California, for a disability retirement.
13 For this purpose, County will designate the examining physician and
14 undertake the costs of medical examination.

15 Micro Fished
16
17
18
19
20
21
22
23
24
25
26

ARTICLE IX

PAY AND ALLOWANCES

9.1 Salaries:

9.1.1 County and Association agree that the "General Basic Pay Plan" as set out in Appendix B of their Memorandum of Understanding dated August 31, 1977, shall remain the same through June 30, 1979.

9.1.2 Salaries of all employees in the unit shall be increased by six percent (6%) on July 1, 1979.

9.2 Paychecks:

9.2.1 County shall convert to bi-weekly pay days. Pay adjustments shall be reflected not later than the succeeding pay period. **Micro Fished**

9.2.2 The conversion to bi-weekly pay days as set forth above shall be implemented by July 1, 1979, unless technical difficulties cause a delay, in which case the conversion shall be implemented no later than September 1, 1979.

9.2.3 All regular paychecks of employees in the bargaining unit shall be itemized to show all mandatory and voluntary deductions, overtime, holiday pay, additional wage premiums, sickleave and vacation recorded as of date of issue.

9.3 Payroll Errors:

Any payroll error resulting in incorrect payment for an employee in the bargaining unit shall be corrected no later than the work day following receipt of the incorrect warrant by the department head or Auditor's Office.

9.4 Payroll Adjustments:

Any payroll adjustments due an employee in the bargaining unit as a

1 result of working out of class, recomputation of hours or other
2 reasons other than procedural errors shall be payable and included in
3 accordance with the payroll cutoff date.

4 9.5 Lost Paychecks:

5 Any paycheck for an employee in the bargaining unit which is lost
6 after receipt or which is not delivered within seven (7) days of
7 mailing, if mailed, shall be replaced the workday following employee's
8 demand of the Auditor's Office for replacement of the check.

9 9.6 Salary on Status Change:

10 9.6.1 Salary on Transfer:

Micro Fished

11 Any employee who is transferred from one position to another in the
12 same salary range shall be compensated at the same step in the salary
13 range as previously received. The employee's salary anniversary date
14 for further merit step advancement shall not change. A transfer does
15 not change the employee's accrued hours of compensatory time,
16 vacation, or sick leave.

17 9.6.2 Salary on Title Change:

18 Any employee whose title has been changed to a title having the same
19 salary range shall be compensated at the same step in the salary
20 range. The employee's salary anniversary date for further merit step
21 advancement shall not change.

22 9.6.3 Salary on Promotion:

23 Any employee who is promoted to a position having a higher salary
24 range than the position formerly occupied shall receive the minimum
25 step in the new range which provides for no less than a 5% increase.
26 This change shall take effect as of the date the appointment becomes

1 effective. Any employee who is eligible for a merit step advancement
2 in his present salary range shall receive such advancement first if
3 recommended by the Department Head. The employee shall receive a new
4 salary anniversary date upon appointment. Any employee who is promoted
5 permanently to a position he is holding as a provisional employee
6 shall be appointed as of the date of the provisional appointment.

7 9.6.4 Salary on Reclassification:

8 The salary of an employee in a position which has been reclassified
9 shall be determined as provided for elsewhere in this Memorandum of
10 Understanding.

11 9.6.5 Salary of Provisional Employees:

Micro Fished

12 Any regular employee who is appointed as a provisional employee to a
13 position having a higher salary range shall receive the minimum step
14 in the new range which provides for no less than a 5% increase in
15 compensation. If the employee is eligible for a merit step advancement
16 on the same day as the provisional appointment begins, the merit step
17 shall be granted first if recommended by the Department Head. While a
18 provisional employee, the employee shall not receive a new anniversary
19 date. Upon permanent appointment to the position, the employee will
20 receive a new salary anniversary date beginning from the first of the
21 month following the date the provisional appointment was made.
22 Provisional appointees will be eligible to receive a merit step
23 advancement after six months of continuous full-time service in the
24 position.

25 9.6.6 Salary on Denotion:

26 When an employee is demoted to a position having a lower salary range

1 than the position from which he was demoted, the salary of the
2 employee shall be designated as a Y-rate, and shall not change during
3 continuous service until the salary of the new position exceeds the
4 employee's present salary.

5 The provisions of this section shall not apply to demotions which are
6 a result of disciplinary action, voluntary demotion, and/or layoff.

7 9.6.7 Salary on Range Change:

8 Any employee who receives a range change to a higher salary range
9 shall advance to the step in the new range corresponding to the step
10 in the prior range. Any employee who is eligible for a merit step
11 advancement in his present range shall receive such advancement first,
12 if recommended by the department head and then shall be advanced in
13 accordance with this section. The employee's salary anniversary date
14 for further merit step advancement shall not change.

15 9.6.8 Additional Compensation for Working Out of Class:

Micro Fished

16 Employees may be assigned to work out of class. Any regular employee
17 who is assigned to a position having a higher salary range shall
18 receive the minimum step in the new range which provides for no less
19 than a 5% increase in compensation. Compensation at the higher rate
20 shall not commence until the employee has been assigned to and
21 performed the duties of the higher classification for five (5) working
22 days. No employee shall be assigned such additional duties for more
23 than three (3) months.

24 9.7 Mileage:

25 Any employee in the bargaining unit shall be entitled to reimbursement
26 in the sum of \$0.17 per mile for each mile traveled on County business

in his/her private vehicle. Within seven (7) working days of submission of a claim to the department head, a warrant shall be issued to the employee.

9.8 Meals:

9.8.1 Employees in the bargaining unit shall be entitled to reimbursement for necessary meal expense incurred while on official County business approved by the Department Head or his designee. **Micro Flohed**

9.8.2 Procedure for reimbursement shall be according to County administrative policy. County agrees to consult with Association before changing administrative policy on this matter.

9.8.3 Within seven (7) working days of submission of a claim to the Department Head, a warrant will be issued to the employee.

9.8.4 Meal reimbursement will be at the following rates without having to submit a receipt:

Breakfast	\$3.00
Lunch	4.50
Dinner	<u>7.50</u>
Full Day	\$15.00

In addition to the above schedule, tips not to exceed 10% of cost of meals will be paid.

9.9 Lodging:

9.9.1 Employees in the bargaining unit shall be entitled to reimbursement for lodging while out of County on official County business, up to \$25.00 per night plus taxes and surcharges, if any.

9.9.2 Procedure for reimbursement of lodging expense shall be according to County administrative policy. County agrees to consult with Association before changing administrative policy on this matter.

1 9.9.3 Within seven (7) working days of submission of a claim to the Depart-
2 ment Head, a warrant will be issued to the employee.

3 9.10 Where circumstances warrant it, County will provide employees with
4 advance travel funds. County agrees to consult with Association before
5 changing administrative policy on this matter.

Micro Fished

6 9.11 Bilingual Pay:

7 County agrees to maintain the current Bilingual Pay Plan and compensa-
8 tion rates during the term of this Memorandum of Understanding.

9 9.12 Longevity Pay:

10 9.12.1 Employees in the bargaining unit shall be eligible for advancement to
11 the F step of their salary range on their salary anniversary date
12 after five (5) years continuous service rendered on the E step in the
13 classification, provided the last annual performance evaluation was
14 overall satisfactory or above.

15 9.12.2 Bargaining unit employees shall be eligible for advancement to the G
16 step of their salary range on their salary anniversary date after five
17 (5) years continuous service rendered on the F step in that
18 classification, provided the last annual performance evaluation was
19 overall satisfactory or above.

20

21

22

23

24

25

26

ARTICLE X

EMPLOYEE EXPENSES AND MATERIALS

10.1 Uniforms:

The County shall furnish and maintain uniforms or clothing required by the County to be worn or used by bargaining unit employees.

10.1.1 Notwithstanding 10.1 above, the County, at its option, may provide a clothing allowance sufficient to cover the cost of County required uniforms or clothing in lieu of providing uniforms or clothing.

10.2 Tools:

Micro Fished

10.2.1 The County agrees to provide all tools, equipment, and supplies reasonably necessary to bargaining unit employees for performance of employment duties.

10.2.2 Notwithstanding 10.2.1, in trades where the tools or equipment are normally owned by the employee, the County may require that the employee furnish his own hand tools. In such event, the County will provide a safe place for the storage of said tools.

10.2.3 The employee will give to his/her immediate supervisor an inventory of such tools and/or equipment by September 1 of each year.

10.3 Replacement:

The County shall fully compensate all bargaining unit employees for tools and/or equipment which are lost or damaged because of theft, fire, or other catastrophe, provided that such tools are listed in the inventory and are stored in a place designated by the County.

10.3.1 Replacement costs shall not exceed \$500 for any one occurrence per employee.

10.4 If any employee in the bargaining unit is required by the County or

1 State law to use any equipment or gear to insure the safety of the
2 employee or others, the County agrees to furnish such equipment or
3 gear.

4 10.5 Award Program:

5 Recognizing the exigencies created by Proposition 13, the County
6 agrees to develop an awards program through consultation with the
7 Association, which shall become effective at the earliest possible
8 date.

9 10.6 Legal Defense:

Micro Fished

10 Whenever any civil or criminal action is brought against an employee
11 for any action or omission within the scope of his/her employment, the
12 County may be required by State Law to defend such action, including
13 costs of counsel and of appeals, if any, pursuant to Government Code
14 Sections 825, 825.2, 825.4, 825.6, 995, 995.2, 995.4, 995.6, 995.8,
15 996, 996.4 and 996.6, which are reproduced and attached hereto as
16 Appendix B. The provisions of this Section shall not be subject to
17 grievances pursuant to Article XXIII of this Memorandum of Under-
18 standing.

ARTICLE XI

HEALTH AND WELFARE BENEFITS

11.1 The County agrees to pay up to \$90 per month for health and dental insurance coverage for bargaining unit employees and enrolled dependents as stated in this section, commencing February 1, 1979.

11.1.1 Dental Coverage for employee only at \$7.42 per month.

11.1.2 Up to \$82.58 per month for health insurance in an approved plan providing hospital, medical, and surgical benefits.

Approved plans are:

A. Kaiser "S" Plan

Micro Fished

B. SAFECO 110 Plan

C. SAFECO Prepaid Plan

11.1.3 If the dental insurance premium as set forth in 11.1.1 above is increased during the term of this Memorandum of Understanding, the maximum amount paid by the County for health insurance shall decrease by the same amount.

11.1.4 Extra help employees shall not be entitled to receive health and welfare benefits.

ARTICLE XII

RETIREMENT, SOCIAL SECURITY, DISABILITY

12.1 Retirement:

County agrees to maintain the existing contract with the Public Employees' Retirement System for members of the bargaining unit.

12.2 Social Security Contribution:

County agrees to contribute up to \$30 per month toward the employee's share of Social Security tax for all regular employees of this unit commencing January 1, 1979, and continuing for the term of this Memorandum of Understanding.

12.3 Social Security and Disability Committee:

Micro Fished

County and Association agree that a joint employee-management committee, with representatives of all recognized employee organizations invited to participate, shall be convened by March 1, 1979, to study the questions of withdrawal from Social Security and participation in a disability insurance program. The committee shall conclude its study and make a report to the Board of Supervisors by October 1, 1979.

ARTICLE XIII

HOLIDAYS

13.1 A. All bargaining unit employees shall be entitled to the following holidays with pay:

1. July 4 - Independence Day
2. Labor Day
3. Veterans Day (November 11)
4. Thanksgiving Day
5. Day after Thanksgiving
6. Christmas Day
7. New Year's Day
8. Washington's Birthday
9. Memorial Day

Micro Filled

All other days appointed by the President of the United States or Governor of the State of California for a public fast, thanksgiving, or holiday.

When a holiday falls on a Saturday or Sunday, the Friday preceding a Saturday holiday, or the Monday following a Sunday holiday, shall be deemed to be a holiday in lieu of the day observed.

B. Floating Holiday:

1. Three (3) work days per fiscal year shall be deemed Floating Holidays which may be taken off as full days at any time during the year with the approval of the department head.

A Floating Holiday shall be taken during the fiscal year and shall not accrue.

1 Upon termination, an unused Floating Holiday shall be paid
2 at a straight time rate.

3 13.1.2 Employees whose regularly scheduled days off fall on any County
4 observed holiday shall be entitled to equivalent time off, or pay in
5 lieu of equivalent time off at their regular rate of pay. Employee
6 shall be entitled to take such equivalent time off in conjunction with
7 regular days off.

8 13.1.3 A. Regular part-time employees shall be entitled to holidays as
9 listed in Subsection A 1 through 9 of Section 12.1, providing
10 they are scheduled to work those days. **Micro Fished**

11 B. Where a holiday falls on the regularly scheduled days off of a
12 regular part-time employee, the regular part-time employee shall
13 be entitled to equivalent time off or pay in lieu of equivalent
14 time off at his/her regular rate of pay as set forth in Section
15 13.1.2 above, except that such time off or pay shall be based on
16 the ratio that the regular part-time employee's regular hours
17 bears to a regular full time work week.

18 C. Regular part-time employees shall be entitled to each floating
19 holiday in direct proportion as their regular work week bears to
20 regular full time employment.

21 13.1.4 A. Employees on an alternative work week schedule shall be entitled
22 to eight (8) holiday hours for each of the above-listed holidays.
23 They may choose to take any remaining hours which they would
24 regularly work on such holiday on compensatory time, vacation, or
25 dock. If feasible, the department head may allow such employees
26 to work back such hours on an hour-for-hour basis during the same

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

pay period.

B. An alternative work week employee whose regularly scheduled day off falls on a holiday as set forth in Section 13.1.2 above, shall be entitled to eight (8) hours off or eight (8) hours pay.

13.1.5 Employees who are on leave of absence without pay for more than five (5) days shall not be entitled to holidays or holiday pay for holidays during such leave.

Micro Fished

ARTICLE XIV

VACATION

14.1 Entitlement:

14.1.1 All regular full-time employees in the bargaining unit shall be entitled to paid vacation of forty (40) hours after six (6) consecutive months of employment. Thereafter, each employee shall accrue vacation time according to the schedule in 14.2.

14.1.2 Vacation time accrual shall be based on a forty (40) hour work week. All hours worked in excess of forty (40) hours in a week shall be excluded for vacation accrual purposes.

Micro Fished

14.1.3 Regular part-time employees in the bargaining unit shall accrue vacation in direct proportion as such part-time work bears to full-time work; provided, however, a part-time employee who works less than twenty (20) hours per week shall not be eligible for vacation.

14.1.4 Absence without pay during an employee's first six (6) months of employment shall cause his eligibility date for vacation time to be postponed the number of days equal to the number of days of such absence. Such absences shall be cumulative and the postponement of eligibility shall be based on work days.

14.1.5 After completion of six (6) months of employment, an employee who is absent without pay for more than five (5) working days in a month shall not earn vacation credit for that month.

14.2 Schedule:

After 6 months - 6.67 hours per month.

After 3 years - 10.00 hours per month.

After 11 years - 10.67 hours per month.

After 12 years - 11.33 hours per month.

After 13 years - 12.00 hours per month.

After 14 years - 12.67 hours per month.

After 15 years - 13.33 hours per month.

After 16 years - 14.00 hours per month.

14.3 Vacation Time Credited:

Vacation time shall be credited as of the first of each month following the completion of six (6) months of employment.

14.4 Accumulation:

Micro Fished

14.4.1 All regular employees shall be permitted to accumulate the unused portion of vacation time to their credit; provided, however, they shall not be permitted to accumulate credit for any vacation time in excess of two hundred forty (240) hours. Whenever any employee in the General Unit has accrued two hundred sixteen (216) hours of vacation credit, the County shall schedule vacation for the employee so the employee will not lose any days of vacation.

14.4.2 If an extra-help, provisional, or limited term employee is appointed to a regular position without a break in employment, the length of service in such status shall be recognized in the computation of vacation accrual. For purposes of this section only, a break in employment means a break in excess of three (3) normal working days in the continuity of time such an employee is authorized to be employed by the County. Amount of vacation credited shall be determined by the number of hours actually worked in direct proportion to the number of hours in a pay period.

//////

1 14.5 Payoff:
2 Upon termination of employment, an employee shall be entitled to a
3 lump sum payment for any unused or accrued vacation time, as of the
4 date of termination.

5 14.6 Scheduling:
6 14.6.1 Vacation leave shall be taken upon approval of the department head, or
7 his designee. **Micro Fished**

8 14.6.2 When an employee has submitted a written request for vacation at least
9 thirty (30) days in advance of the dates requested, said request shall
10 not be unreasonably denied.

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

ARTICLE XV

LEAVES

15.1 Sick Leave:

15.1.1 A. All regular full time bargaining unit employees shall accrue eight (8) hours of sick leave with pay for each one (1) month of County service. Sick leave accrual shall be based on a forty (40) hour work week. All hours worked in excess of forty (40) hours in a week shall be excluded for sick leave accrual purposes.

B. Regular part-time bargaining unit employees shall accrue sick leave in direct proportion as such part-time service bears to regular full-time service; provided, however, a regular part-time employee who works less than one-half time shall not be eligible for sick leave benefits.

Micro Fished

C. An employee who is absent without pay more than five (5) working days in a month shall not earn sick leave for that month.

15.1.2 All unused sick leave may be carried forward into each ensuing year.

15.1.3 Sick leave shall be credited as of the first of each month following the completion of one month of employment.

15.1.4 A. Pay for any day of sick leave absence shall be the same as the pay which would have been received had the employee worked the scheduled shift on the day of illness. Shift differential shall not be paid when an employee is on sick leave.

B. When the employee returns to work, he/she must sign an absence request form and have it approved by the department head. Otherwise, the employee may be docked for the time absent.

C. All employees shall submit evidence in the form of a physician's

1 certificate if such absence exceeds four consecutive shifts.

- 2 D. County and Association, recognizing a potential for abuse of sick
3 leave, agree that the County may employ reasonable means to
4 determine the validity of any sick leave use, and further agree
5 that such means shall not be used to harass or intimidate
6 employees or discourage appropriate use of sick leave.

7 15.1.5 Sick leave may be applied to:

- 8 A. An absence necessitated by employee's personal illness, injury,
9 or illness due to pregnancy. **Micro Fished**
- 10 B. Medical and dental office appointments provided the employee
11 notifies the department head or his designee, in advance.
- 12 C. Absence due to exposure to a contagious disease where quarantine
13 is imposed by health authorities or when it is determined by a
14 physician designated by the County that the presence of the
15 employee on duty would endanger the health of others.
- 16 D. Up to 36 hours annually of leave with pay shall be granted by the
17 department head to an employee who must care for an ill spouse,
18 child, or other member of his/her household. Such leave shall be
19 charged against accumulated sick leave.
- 20 E. Illness while on paid vacation may be charged to sick leave
21 instead of vacation under the following conditions:
- 22 1. The illness or injury of the employee was of a nature that
23 would preclude the effective use of vacation and would
24 prevent the employee from performing his/her normal duties.
- 25 2. The employee must notify his/her supervisor prior to his/her
26 scheduled return to work, if circumstances allow it, in

1 order to request that his/her vacation time be converted to
2 sick leave and shall provide evidence in the form of a
3 physician's certificate.

- 4 F. At the discretion of the department head, the employee may be
5 allowed to work back a sick leave absence of less than four (4)
6 hours within the same pay period. Hours worked pursuant to this
7 section shall not be subject to the overtime provisions of this
8 Memorandum of Understanding.

Micro Fished

9 15.1.6 Industrial Accidents:

- 10 A. In cases where Worker's Compensation is not immediately payable,
11 County will provide full pay, without charge against sick leave,
12 during the first five (5) full working days off work, following
13 an industrial accident, provided that County determines that:
14 (a) The accident is, in fact, work related;
15 (b) Time off work is warranted;
16 (c) The duration of the time off work is warranted.
- 17 B. In all other cases, accumulated sick leave shall be applied to
18 time off work following an industrial accident in a proportionate
19 amount which, when added to Worker's Compensation benefits,
20 provides total compensation equal to the employee's wage or
21 salary. Upon exhaustion of accumulated sick leave, accrued
22 compensatory time and vacation time shall be applied in the same
23 manner.
- 24 C. The percentage of a full day's pay which the County adds to the
25 amount received as worker's compensation pay to provide the
26 employee with full pay shall be the percentage of a day's sick

1 leave charged against the employee's accrued sick leave.

2 D. In cases where an industrial accident victim exhausts all accrued
3 sick leave, five (5) additional days of sick leave will be
4 credited to the employee upon the employee's return to work.

5 E. The County has the right to require that the treatment of
6 work-related injuries or illnesses be provided by a County-designated
7 physician in accordance with Sections 4600 and 4601 of the
8 Labor Code. This does not preclude the employee from seeking
9 emergency treatment from a physician of the employee's choice.

10 F. An employee who has been injured on the job and is receiving
11 worker's compensation shall be treated the same as any other
12 employee on the payroll, thus, he/she will continue to earn sick
13 leave, vacation, and holidays.

Micro Flohed

14 G. When the employee has exhausted his/her State Compensation
15 payments, vacation, and/or sick leave, the employee may request a
16 leave of absence without pay. If no such request is made in
17 writing before the expiration of State Compensation, vacation,
18 and/or sick leave, the employment of the employee shall be
19 terminated. This termination may be rescinded at the discretion
20 of the County. No sick leave, holidays or vacation shall accrue
21 to the employee during the absence without pay granted pursuant
22 to this paragraph.

23 H. An employee who is injured on the job shall, within 24 hours,
24 report on prescribed forms such injury to his/her immediate
25 supervisor.

26 // // // //

15.1.7 Sick Leave Payoff:

- A. Each employee shall be paid one-half of the value of his accumulated sick leave in excess of 240 hours upon his retirement, layoff, or death based upon his salary at the time of termination.
- B. All other rights to sick leave with pay of an employee shall be cancelled upon his/her separation from the County. However, if an employee is laid off and is reinstated or reemployed within six (6) months from the date of layoff, he/she shall be credited with sick leave equal to the amount of sick leave which he/she has earned prior to his/her separation and for which he/she has not been paid.

Micro Fiohed

- C. In lieu of sickleave payoff, at the employee's option, he/she may choose to have that amount of money due credited to medical/dental insurance premiums. This option may be changed to cash payoff at any time by the employee or his/her estate.
- D. Employees receiving a sick leave payoff in accordance with the above sections, may, if reinstated within six (6) months, repay the full amount of sick leave payoff received and have his/her former sick leave balance restored. The repayment in full must be made prior to the reinstatement.

15.2 Compassionate Leave:

- 15.2.1 Compassionate leave because of the death of a member of an employee's family shall be granted by the department head for a maximum of five (5) days per instance, which shall be charged to accrued sick leave. For purposes of this section, an employee's family shall mean

employee's spouse, child, father, mother, brother, sister.

Compassionate leave in the case of death of other persons may be granted only upon approval of the Director of Personnel Services.

15.3 Maternity Leave:

15.3.1 A pregnant employee shall furnish her department head, no later than the fourth month of pregnancy, a statement from the attending physician which indicates the anticipated date of delivery and the opinion of the physician as to her ability to perform her normal work assignment.

Micro Fished

15.3.2 A pregnant employee shall be permitted to work as long as, and return to work when, she is able to safely perform the duties of her position as recommended by her attending physician.

15.3.3 A pregnant employee is entitled to a maternity leave of up to six (6) weeks, the dates of which shall be mutually agreed by the employee and the department head. Such an employee shall take accrued vacation or compensatory time or sick leave, where applicable, during maternity leave. Where an employee exhausts paid vacation, compensatory time and sick leave, she will be granted unpaid leave.

15.3.4 Maternity leave beyond six (6) weeks shall be granted to an employee whose disability continues because of pregnancy, childbirth, or related medical condition for not to exceed an aggregate of four (4) months. Any request for such additional maternity leave must be accompanied by a letter from the employee's attending physician certifying that the employee is so disabled for the specified reasons.

15.3.5 An employee granted leave under this section shall, where possible, be returned to the same classification and department, geographical

location and shift.

15.3.6 Paternity Leave:

Male employees shall be permitted up to two (2) shifts of sick leave for the purpose of caring for a mother who is about to or has given birth to his child, such leave to be within three (3) days of birth.

15.4 Military Leave:

The County shall grant Military Leave in accordance with the California Military and Veterans Code.

15.5 Jury Duty:

Micro Fished

15.5.1 The County encourages employees to participate in their civic responsibility such as jury duty. If an employee receives a jury duty questionnaire or interview request, he/she shall advise his/her supervisor who will assess the effect of the absence on the department's workload and goals. If the supervisor determines that the absence would have an adverse effect on the department, this fact will be documented. Court officials may then be requested by the County to grant a deferral of jury duty until the absence would be more favorable to the department.

15.5.2 A regular employee summoned for attendance to any court for jury duty or called as a witness or defendant in any matter arising out of or in the course of his County employment shall be deemed to be on duty and shall be entitled to his/her regular pay, provided he/she deposits the fees for such service, exclusive of mileage, with the County Treasurer. A regular employee who appears in court as a party or witness in a private matter shall not be entitled to receive his/her regular pay during such absence, but may use accrued vacation or

compensatory time for this purpose.

15.5.3 In the event a night shift worker is called to court under Section 15.5.2 above, the following shall apply:

A. Swing or P.M. shift shall have released time the day of court attendance; time spent in court shall be deducted from the regular shift on that day with no loss of pay or benefits.

B. Night or graveyard shall have released time on the shift following court attendance and that employee shall suffer no loss of pay or benefits.

Micro Fished

15.6 Benefits:

No absence under any paid leave provision of this Memorandum of Understanding shall be considered as a break in service for any employee who is in paid status, and all benefits accruing under the provisions of this Memorandum of Understanding shall continue to accrue during such absence.

15.7 Leave of Absence Without Pay:

15.7.1 Any regular employee may be granted a leave of absence without pay upon the recommendation of his/her department head and approval by the County.

15.7.2 A leave of absence without pay may be granted for any of the following reasons:

a. For illness or disability.

b. To take a course of study which will increase the employee's usefulness on his return to his position.

c. Other appropriate personal reasons.

15.7.3 An employee on leave of absence without pay can make arrangements for

1 continued medical and dental insurance premium payments, but the
2 employee will be required to pay both the County's and the employee's
3 contribution.

4 15.7.4 Request for leave of absence without pay shall be made in writing to
5 the department head and shall state specifically the reason for the
6 request, the date the desired leave is to begin, and the probable date
7 of return. The department head shall respond within ten (10) days,
8 recommending either granting or denying the request. If recommending
9 denial, the department head shall state in writing the reasons for
10 denial.

Micro Fished

11 15.7.5 If the requested leave of absence without pay is for illness or
12 disability, a medical statement covering diagnosis, prognosis, and
13 expected date of return to duty shall be submitted with the request.

14 15.7.6 A leave of absence without pay may be for a period not to exceed one
15 (1) year.

16 15.7.7 Extensions of leave approved for less than one year may be granted
17 upon the recommendation of the department head and approval by the
18 County. If denial is recommended, the department head shall state in
19 writing the reasons for recommending denial within ten (10) days of
20 the request. If an employee wishes to return to work early from a
21 leave of absence, he/she shall provide reasonable advance notice to
22 the department head and the Personnel Services Agency.

23 15.7.8 Failure to return to work at the expiration of a leave of absence
24 shall be considered abandonment of position and a resignation. Such a
25 resignation may be rescinded at the discretion of the County.

26 15.7.9 A vacancy resulting from an approved leave of absence may be filled by

extra-help personnel or provisional appointment upon the approval of the County.

15.7.10 A leave of absence without pay shall not be granted until accrued vacation time and compensatory time is exhausted and, in the case of illness or disability, until cumulative sick leave is exhausted, as well.

15.7.11 An employee on leave of absence without pay for more than five (5) working days shall not be entitled to holidays or holiday pay for holidays during such leave. An employee on leave of absence without pay for more than five (5) working days in any calendar month shall not earn vacation or sick leave.

Micro Fished

15.7.12 An employee who is absent without leave shall not be paid for the period of absence. Absence without leave of more than five (5) days shall be considered abandonment of his/her position.

15.8 Continuing Education Leave:

15.8.1 All permanent regular employees may be permitted up to forty (40) hours per year of paid leave of absence to attend any formal training or education program designed to enhance an employee's job performance. These shall include, but not be limited to, professional affiliation conferences, workshops, and meetings.

15.8.2 An employee requesting continuing education leave must submit his/her request in writing to the County at least thirty (30) days prior to the date being requested. The County shall inform the employee in writing within fifteen (15) working days whether the request has been approved or denied. If denied, the reasons for denial shall be included.

- 1 15.8.3 Upon completion of a continuing education course and following
2 submission by the employee of proof of satisfactory completion, the
3 County shall approve payment of the full cost of course required books
4 and tuition up to a maximum of \$100 per fiscal year.
- 5 15.8.4 Employees shall be granted paid leave for all time spent in State
6 mandated training required to maintain an employee's license and/or
7 certificates with approval of the County. If such training occurs
8 outside of normal working hours, employees shall be allowed equivalent
9 time off on an hour for hour basis.

10
11 Micro Fished
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

ARTICLE XVI

EXTRA HELP, LIMITED TERM, PROVISIONAL EMPLOYEES

16.1 An extra help employee shall mean a person employed to work in a position which is intended to be occupied on less than a year round basis, including, but not limited to, the following:

to cover seasonal peak workloads, extra workloads of limited duration, short term temporary absences of employees regularly assigned to a position, and other situations involving a fluctuating staff.

Ordinarily, an extra help employee will not be authorized for a period exceeding three (3) months of continuous services. In extraordinary circumstances, and at the discretion of the County, an extra help employee may be authorized for a period of up to six (6) months of continuous service.

Micro Fished

- 16.1.1 In no event shall extra help personnel be authorized for a period exceeding six (6) months.
- 16.1.2 Extra help employees shall be paid at the applicable hourly rate for the classification in which they are employed.
- 16.1.3 After three (3) months of continuous service, extra help employees employed on a full-time basis shall be entitled to the same sick leave benefits and holidays as are regular full-time employees. To be eligible for a paid holiday, an extra help employee must have been in a paid status on the last assigned shift immediately preceding the holiday.
- 16.1.4 Extra help employees employed at least half time or more per pay period shall be entitled to benefits as described in Section 16.1.3 above, in direct proportion as such part-time work bears to full-time

work in that pay period after three months of continuous service.

16.1.5 Service time as an extra help employee shall be recognized in the computation of service time for advancement in salary, sick leave and vacation credit provided that the employee is appointed to a regular or provisional full- or part-time position without a break in service.

16.1.6 A health examination shall be required for all persons hired as extra help, if hired for ninety (90) or more calendar days. County may require a physical examination prior to hiring of any extra help employee.

Micro Fished

16.1.7 For all purposes of eligibility for holidays and sick leave and for standing to use the grievance procedure, an extra help employee must have served in a position which involves a regular schedule of 20 hours or more per week or five days per week for a period of at least three months. Any week in which an extra help employee is not scheduled for the minimum regular hours or five days shall require the commencement of a new three month period. County shall not fail to schedule an extra help employee for the minimum time for the purpose of circumventing an extra help employee's right to benefits.

16.2 Limited Term Employees:

Limited term employee shall mean a person employed in a position for which the County has no anticipated long range funding, or has uncertain funding.

16.2.1 When funding ceases for a limited term position, or when the position is no longer necessary, the limited term position shall be abolished and the incumbent removed from the payroll except as provided in Section 16.2.2.

1 16.2.2 Regular employees who transfer, promote, or reduce to limited term
2 positions at the direction of the department head shall retain their
3 former status and retain layoff benefits of their former position. The
4 department head shall make such an order in writing prior to the date
5 of transfer or promotion.

6 16.2.3 All limited term employees shall be subject to the same hiring
7 standards and shall earn all benefits which accrue to regular
8 employees.

Micro Fished

9 16.3 Provisional Employees:

10 Provisional appointments, not extra help appointments, shall be made
11 to fill a position set forth in the Salary Resolution for which no
12 eligible list exists, or to perform the duties of the position where
13 the regular employee is on extended sick leave, extended leave of
14 absence, or extended worker's compensation disability. A provisional
15 appointment shall not be authorized for longer than one (1) year. When
16 an examination has been given and an employee fails to qualify for the
17 position he is holding, the provisional appointment shall be
18 terminated. This section shall not be construed to compel the County
19 to fill the aforementioned positions.

20 16.3.1 Employees hired in provisional appointments shall meet the employment
21 standards for the classification, including any special requirements
22 established by State law.

23 16.3.2 Where an employee is hired as a provisional appointee because no
24 eligible list exists, no provisional employment shall continue for
25 more than thirty (30) days after an appropriate list has been
26 established for the class.

- 1 16.3.3 Where an employee is hired as a provisional appointee because no
2 eligible list exists, he/she must qualify for the certification list
3 to be eligible for regular appointment to the position.
4 16.3.4 A provisional appointee shall be entitled to all the salary and fringe
5 benefits of a regular employee.
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

Micro Fished

ARTICLE XVII

TRANSFER

17.1 Transfers:

17.1.1 County reserves the right to transfer employees in accordance with the needs of the County.

17.1.2 No bargaining unit employee shall be transferred as a punitive measure.

Micro Fished

17.2 Worksite and Shift Transfers:

17.2.1 No bargaining unit employee shall be permanently transferred between worksites and/or shifts without ten (10) days prior written notice.

17.2.2 No bargaining unit employee shall be temporarily transferred without notice at least one day prior to said transfer, except in case of emergency.

17.2.3 Temporary worksite and/or shift transfers shall be for a period not to exceed thirty (30) working days.

17.2.4 Transfer shall not include temporary assignment for a portion of a work day or work days to a different work location. This section shall have no effect on the County's obligation to reimburse employees for travel on county business pursuant to this Memorandum of Understanding.

17.3 Voluntary Position Transfer:

17.3.1 "Voluntary position transfer" for this section shall mean a change of employment from one position to another in the same classification in the same or a different department.

17.3.2 Employees may apply to transfer into vacant positions which occur in the County. Employees desiring voluntary transfers may notify the

Personnel Services Agency, which will keep a file of employees requesting transfers. When vacancies occur for which employees on the transfer request list qualify, the Personnel Services Agency shall notify them of such vacancies and they may apply.

Micro Fished

17.3.3 Qualified applicants from within the bargaining unit shall be interviewed before other applicants. Appointing authority shall consider the transfer applicants and decide whether or not to fill the vacant position from among the transfer applicants prior to proceeding to interview other applicants. Full consideration shall be given by the appointing authority to the employee's County experience.

17.3.4 County agrees that it is desirable to offer transfer opportunities to qualified applicants from within the bargaining unit.

17.3.5 County shall provide Association with a weekly recruitment and selection list.

XVIII

PROMOTIONS, PROBATIONARY PERIOD

18.1 Promotions:

18.1.1 Employees in the bargaining unit shall be considered for job vacancies within the bargaining unit which can be considered a promotion, providing they stand within the group included on the certification list and are qualified by virtue of successful examination. Written application for such vacancy must be made within the filing period.

18.1.2 A notice of job vacancy will be posted in the Personnel Services Agency and a copy will be sent to the Association. **Micro Filed**

18.1.3 Employees in the bargaining unit shall receive first consideration.

18.1.4 First consideration shall mean, for the purposes of this section, that promotional applicants shall be interviewed before other applicants. Full consideration shall be given by the appointing authority to the employee's County experience.

18.1.5 County agrees that it is desirable to offer promotional opportunities to qualified applicants from within the bargaining unit.

18.2 Probationary Period:

18.2.1 Probationary Period. The County and the Association recognize the probationary period as an integral part of the examination process.

18.2.2 The probationary period for all new County employees in the bargaining unit shall be one year, dating from date of hire. This provision shall not apply to employees hired prior to the effective date of this Memorandum of Understanding. The provisions in effect at the date of hire shall apply.

18.2.3 The probationary period for all promotional candidates in the bargain-

- 1 ing unit who have achieved permanent status shall be six months,
2 dating from the effective date of promotion. In no event shall a
3 probationary period be extended.
- 4 18.2.3.1 If a promotional candidate is rejected from probation, said employee
5 shall be returned to the same classification, salary range, step, and
6 to the actual position previously held, where vacant. **Micro Fished**
- 7 18.2.3.2 If return to that position is not possible, County shall place the
8 employee in any vacant position in the former classification elsewhere
9 in the County.
- 10 18.2.3.3 If there are no current vacancies in that classification, county shall
11 place the employee in another position in the same class series or
12 another position in the County for which the employee qualifies.
- 13 18.2.3.4 In no event shall a promotional candidate rejected from probation
14 suffer any loss of pay, benefits, or seniority beyond that of return
15 to the previously held classification, salary range and step. If
16 he/she is placed in a lower classification, his/her salary shall be
17 Y-rated.
- 18 18.2.3.5 Employee shall have preferential rehire rights, as in layoff, to to
19 the classification last held prior to the promotion if a vacancy
20 occurs in that classification. If a position in the last held class-
21 ification is offered and the employee refuses the position, his salary
22 shall be reduced to that of the position he holds.
- 23 18.2.3.6 If all of the above are not possible, employee shall be laid off.
- 24 18.2.4 At any time an employee may be rejected from a probationary
25 appointment without right of appeal or hearing, except that such
26 rejection shall not be based on political affiliation or other

1 non-merit factors. A statement of reasons for rejection shall be
2 delivered to the employee in writing before the rejection shall be
3 finally effective.
4

5 Micro Fished
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

ARTICLE XIX

CLASSIFICATION, RECLASSIFICATION

19.1 The County shall determine the need for and number of positions and classifications necessary to perform services as determined by the Board of Supervisors. All such bargaining unit positions shall be placed in the classification plan of the County. **Micro Flohed**

19.2 Reclassification:

19.2.1 Any employee may petition the Department Head with a request to initiate a position classification review of the position.

19.2.2 The Department Head must receive authorization from the Board of Supervisors to initiate position classification review by the Personnel Services Agency.

19.2.3 Position classification reviews by the Personnel Services Agency will be scheduled from the period of January 1 through June 30 of each agreement year.

19.2.4 All affected employees shall receive a copy of the recommendation of the Personnel Services Agency and a summary of the rationale for the recommendation. The Association shall receive a copy of the position classification review and decision.

19.2.5 Position classification determinations are not subject to grievance or other appeal.

19.2.6 Position classifications approved by the Board of Supervisors shall be effective July 1 of each year.

19.3 Salary Placement:

19.3.1 If the position is reclassified to a class having the same salary range, the salary and anniversary date of the employee shall not

change.

19.3.2 If the position is reclassified to a class having a higher salary range, the employee so reclassified shall receive the next higher salary in the new salary range as of the date upon which the reclassification becomes effective. The employee shall receive a new anniversary date upon reclassification in this manner. On reclassification, salary will be adjusted to the first step of the new range or to a step which results in an increase of at least 3%, whichever is greater, provided that such increase is not beyond the E step of the salary range.

Micro Fished

19.3.3 If the position is reclassified to a class having a lower salary range, the salary and anniversary date of the employee shall not change, and the salary of the employee shall be designated as a Y-rate and shall not change during continuous regular service until the salary of the new position exceeds the employee's present salary.

19.4 Where an entire class of positions in any department is reclassified, the incumbents in the position shall be entitled to serve in the new positions. When a position or positions less than the total class is or are reclassified, the reclassified positions shall be filled by the department head from incumbents in the positions within the department, who have been in the positions for one year or more, first.

19.5 The County retains the right to create or abolish positions, or classes of positions. If the County decides to abolish a position or class of positions, it shall give the Association notice in writing and an opportunity to meet and confer on the possible effects of such

- 1 action on bargaining unit employees.
- 2 19.6 County agrees to meet and confer with the Association on the matter of
- 3 establishing a salary range for new classifications in the bargaining
- 4 unit prior to the submission of recommendations to the Board of
- 5 Supervisors for determination.
- 6 19.7 Reclassifications to a position with a higher salary range and greater
- 7 responsibility shall be considered a promotion and the above
- 8 provisions regarding probationary period and rejection shall apply.
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26

Micro Fished

ARTICLE XX

LAYOFF AND REHIRE

20.1 When for reasons of lack of funds or lack of work, County has determined a layoff is necessary, the County shall give notice thereof to the Association. Thereafter, persons to be laid off shall be determined in accordance with the rules set forth in this Article. Notice and an opportunity for hearing shall be given as set forth in this Article. The Personnel Services Agency shall make an effort to transfer any employee who is to be affected by a reduction in force to another vacant position for which such employee may qualify.

20.1.1 State Merit System Employees:

Micro Fished

When a reduction in force occurs in the Department of Social Services, Department of Health, or other County Department where eligibility, employment status and tenure are controlled by State Merit system rules and regulations, those rules and regulations will apply and take precedence over the following procedure unless specific written waivers are obtained from the State agency.

20.1.2 Association is to be a party to any solicitation of, negotiation of, and/or decisions on waivers.

20.2 Order of Layoff:

Layoffs shall be made by classification within a department. Within each classification in a department, all extra help employees shall be terminated before any provisional employees are laid off, all provisional employees shall be laid off before any limited term employees, all limited term employees shall be laid off before any probationary employees, all part-time probationary employees shall be

laid off before any full-time probationary employees. All probationary employees shall be laid off before any permanent employees, all part-time permanent employees shall be laid off before any full-time permanent employees. Within each of the above categories, employees shall be laid off in the inverse order of seniority.

20.3 Seniority:

The seniority date of an employee for purposes of layoff and rehire shall be based upon the date of hire in the County. A break in employment shall result in the acquisition of a new date of hire. Any employee laid off after acquiring permanent status shall, after reinstatement, regain the seniority credit he possessed at the time of layoff. Periods of approved absences shall be credited as continuous County employment.

Micro Fished

20.3.1 Ties in Seniority:

- a. If the seniority of two or more persons in the affected classification within a department, in the same category is identical, date of hire within the classification shall be determinative.
- b. If the seniority of two or more persons in the affected classification within a department, in the same category and date of hire within the classification is identical, date of hire in the department shall be determinative.
- c. If all of the above are equal, ties shall be broken by lot.

20.4 Bumping:

Any employee designated to be laid off may bump into the same or any lower classification in his/her current series within the same

1 department. If he/she has previously held permanent status in another
2 position or positions in the County, he/she may bump back to the last
3 previously held position, provided that it has not been abolished and
4 that the qualifications and duties have not materially changed. An
5 employee who cannot bump into his/her last previously held position
6 because of lack of seniority over the incumbent or other reasons, may
7 then bump into the position held prior to that time. An employee who
8 has previously held more than one position in the County shall bump
9 back in sequence from the most recent to the earliest position held.

10 20.4.1 Notwithstanding the provisions of Section 20.4, an employee may
11 exercise the bumping rights provided therein only on condition that:

- 12 a. He/she has more County wide seniority than the employee to be
13 displaced. **Micro Fished**
14 b. He/she is willing to accept the reduced compensation level.
15 c. He/she meets the minimum qualifications for the lower class.
16 d. He/she requests displacement action in writing to the Personnel
17 Services Agency within five (5) days after receipt of the
18 notification of layoff.

19 20.4.2 Notwithstanding the above, part-time employees shall not have the
20 right to bump full-time employees.

21 20.4.3 If an employee is bumped, he shall be laid off in the same manner as
22 an employee whose position has been abolished.

23 20.4.4 The foregoing shall be construed to allow bumping across unit lines,
24 both out of and into the unit, only to previously held positions. Any
25 employee displaced as a result of bumping across unit lines shall, in
26 addition to the bumping rights enumerated above, have the right to be

placed in any vacant position in the County for which he/she is qualified or for which he/she may be retrained within a reasonable period of time. To the fullest extent possible, reductions in status and/or salary shall be prevented or minimized.

20.5 Notice of Layoff:

20.5.1 The employee shall be given written notice of layoff by the County at least twenty-one (21) calendar days in advance of the effective date of such layoff. The notice of layoff shall include the following information: Reason for Layoff, Effective Date of Layoff and a copy of this Article, and forms to request hearing and to assert displacement rights.

Micro Fished

20.5.2 An employee who has been notified of his/her impending layoff, shall be granted up to 48 hours released time without a loss of pay or benefits, by prior arrangement with his/her supervisor, to obtain other employment. In addition, employees may use accrued vacation or compensatory time for this purpose once notice is given.

20.6 Health Insurance:

An employee who has been laid off may elect to continue health insurance coverage in the group at his/her own cost for six (6) months providing that the policy involved allows such continuance. Health insurance coverage will cease if he/she finds other employment. It is the employee's responsibility to make arrangements for such coverage with the County.

20.7 Preferential Rehire Rights:

20.7.1 For a period of 18 months, the names of permanent employees who were laid off and/or reduced in class or displaced shall be placed on the

reemployment list for their class at time of layoff in order of seniority. Any vacancy occurring in the class from which employees have been laid off shall be filled by a person on preferential rehire status for that class in order of seniority, provided he/she is qualified and available for this position, and that such rehire is consistent with applicable affirmative action goals and objectives.

20.7.2 A permanent employee who has been laid off may request that his name be placed on the reemployment list for a lower class in his current series also for a period of 18 months.

Micro Fished

20.7.3 Any employee who holds permanent status with the County, regardless of whether or not they are currently serving a promotional probationary period, who has been laid off may request that his/her name be placed on the reemployment list for a classification he/she previously held in Yolo County, provided that such classification was held prior to the date of layoff.

20.7.4 Employees who have been laid off or reduced in class or displaced shall remain on preferential rehire status for a period of 18 months after their layoff date.

20.7.5 Preferential rehire status cannot be revoked. However, active placement efforts for a person on preferential rehire status may be suspended in the following circumstances:

- a. If the person indicates unavailability or if attempts to reach the individual are unsuccessful, active placement activities may be suspended. Active placement efforts must be resumed if the person later indicates availability in the 18 month preferential rehire period.

b. If the person declines three (3) job offers, the person's name may be removed from the rehire list.

20.7.6 When a person is reemployed from a preferential rehire status, the employee shall be entitled to accrue sick leave and vacation at the same rate at which it was accrued prior to layoff. His/her status in relation to probationary period, merit salary increases, and seniority shall be the same as at the time of layoff. Any unused and unpaid sickleave and vacation shall be reinstated.

20.7.7 An individual on preferential rehire status may accept an extra-help appointment or position and not lose his/her preferential rehire status.

20.8 Hearing:

Micro Fished

A regular permanent employee who receives a notice of layoff shall be entitled to request a hearing before the Labor Relations Panel prior to the effective date of the layoff. Such a request shall be made within five days of service of the notice of layoff. Failure to make such request shall waive the right to a hearing. At said hearing, the employee may challenge the determination of seniority and bumping rights and whether this procedure was complied with. The employee shall have the right to be represented by a representative of his choosing, to present evidence, and to cross examine any witnesses. Following the hearing, the Labor Relations Panel shall issue an order affirming or revoking the lay off of the employee. Unless the Labor Relations Panel orders revocation of the notice of layoff, the employee shall be laid off on the date set forth in the notice. If, after request, the hearing is not held prior to the effective date

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

of layoff as set forth in the notice of layoff, the effective date of the layoff shall be deemed to have been extended until after the hearing and the issuance of the order by the Labor Relations Panel.

20.9

At the time notices of layoff are sent to employees, the Personnel Services Agency shall post a list of all County employees in departments affected, arranged by classification and seniority date, in the Personnel Office. Such a list for the affected department shall also be posted in the department. Employees shall be entitled to obtain, on request, a similar list for positions they previously held in other departments of the County, but such list may contain only the names and seniority dates of employees in that classification in that department.

Micro Filmed

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

ARTICLE XXI

WORKING CONDITIONS

- 21.1 The County shall maintain adequate restrooms, lavatory facilities, and existing lunchrooms for use by County employees.
- 21.2 The County will do its best to maintain adequate heating and cooling and ventilation at County work stations.

Micro Fished

ARTICLE XXII

DISCIPLINARY PROCEDURE

22.1 For the purpose of this section, disciplinary action is deemed to be discharge, demotion or suspension of permanent employees.

22.2 Purpose:

22.2.1 To provide employees subjected to disciplinary actions with all rights to which they are entitled under the Constitution of the United States, the Constitution of the State of California, and State and Federal law.

Micro Fished

22.2.2 To provide an orderly procedure for notice, pre-action response meeting, and formal hearing on appeal after disciplinary action.

22.3 Definitions:

22.3.1 Disciplinary Action. Discharge, demotion, or suspension of a regular permanent employee for cause.

22.3.2 Parties. The affected employee and the appointing authority.

22.3.3 Days. Days means calendar days.

22.3.4 Response Meeting. Informal meeting at which employee has opportunity to respond to charges prior to action.

22.3.5 Hearing. Formal hearing held due to appeal of employee from action taken by appointing authority.

22.3.6 Notice. Notice shall be given by personal delivery or by certified mail. If there is a refusal to accept certified mail, notice shall be deemed received on date of refusal.

22.4 Time Limits:

Time limits specified throughout this procedure shall be strictly observed. Time limits may be modified only by mutual agreement of

the parties in writing. Said time limits are mandatory, not directory.

22.5 Standing:

A disciplinary action may be taken only by the Appointing Authority as defined by the Personnel Regulations of the County of Yolo.

22.6 Exclusive Procedure:

22.6.1 This procedure shall be the exclusive procedure for taking disciplinary actions and appealing disciplinary actions against permanent employees.

22.6.2 The provisions of this Disciplinary Procedure shall supersede the procedures in the County Personnel Ordinance relating to personnel board appeal and Agreement No. 68-46.

22.7 Notice.

Micro Fished

22.7.1 Employees shall be given written notice of a proposed discharge, demotion, or suspension for longer than three (3) days, seven (7) days in advance of the date the action is proposed to be taken. Employees shall be given written notice of a proposed suspension of up to three (3) days, 72 hours in advance of the date the action is proposed to be taken.

22.7.2 In an emergency situation, an employee may be suspended with pay or temporarily reassigned without loss of pay for the period between the date notice is given and the date that action is taken.

22.7.3 The Notice Shall Contain:

A. The reasons for the proposed action, including the rule or regulation or ordinance violated and a complete explanation of the reasons.

- 1 B. A copy of the charges and recommendations.
- 2 C. Notice that the employee is entitled to an opportunity to
- 3 respond to the charges orally or in writing, or both, personally
- 4 or by or with a representative, which may be an attorney.
- 5 D. Notice that if no written request to respond is given by
- 6 employee, Appointing Authority may proceed to order action and
- 7 employee shall be deemed to have waived all rights to hearing or
- 8 appeal from any action taken.

9 22.7.4 The notice shall be accompanied by either copies of material on

10 which the charges and recommendations are based, or if the materials

11 are too voluminous to copy easily or are confidential within the

12 Public Records Act, a description of the materials and a reasonable

13 opportunity to inspect, summarize, or make copies. **Micro Filed**

- 14 A. Employee may copy and inspect all materials designated as the
- 15 basis for charges and recommendations by Appointing Authority.
- 16 B. Employee may copy and inspect his personnel file.
- 17 C. Employee may copy and inspect the part of other County records
- 18 which employee generated in his job, unless Appointing Authority
- 19 orders broader discovery.

20 22.7.5 If, during the seven (7) day or the 72 hour period, whichever is

21 applicable, employee does not request, in writing, an opportunity to

22 respond, Appointing Authority may proceed to order action and

23 employee shall be deemed to have waived all rights to hearing or

24 appeal from any action taken. Failure to request an opportunity to

25 respond shall constitute a failure to exhaust administrative

26 remedies.

1 22.7.6 If the employee requests such opportunity to respond, the Appointing
2 Authority shall give the employee 24 hours written notice of the
3 time and place of meeting, at which time the employee may respond.
4 Such meeting shall be held within the seven (7) day or 72 hour
5 period, whichever is applicable. If the meeting is scheduled after
6 the seven (7) day or 72 hour period, whichever is applicable, the
7 Appointing Authority shall not take the proposed action until the
8 conclusion of the response meeting.

9 22.8 Response Meeting:

10 22.8.1 At the time and place set for the meeting giving employee
11 opportunity to respond the employee may respond orally and/or in
12 writing, personally or by or with a representative. **Micro Fished**

13 22.8.2 Neither the Appointing Authority nor the employee shall be entitled
14 to call witnesses or take testimony.

15 22.8.3 At the meeting, the Appointing Authority may consider information
16 contained in the charges and recommendations and other information
17 as well as information presented by employee or his representative.
18 If new information relating to new charges or recommendations is
19 introduced, or if a theory constituting a new ground or occurrence
20 as basis for discipline is alleged, employee shall be entitled to a
21 reasonable continuance to copy materials and respond to these new
22 matters.

23 22.8.4 At the conclusion of the response meeting or within fifteen (15)
24 days, the Appointing Authority shall issue an order taking or
25 determining not to take the action and shall give written notice
26 thereof to employee, along with an explanation of the basis for the

1 action and notice of the employee's right to appeal. If action is
2 taken thereafter, any appeal shall be decided in favor of the
3 employee unless good cause for the delay is shown.

4 22.9 Appeal:

5 22.9.1 If an employee has requested and participated in a meeting with the
6 Appointing Authority as set forth above, employee shall have the
7 right to appeal the Appointing Authority's disciplinary action to
8 the Labor Relations Panel.

9 22.9.2 Filing of an appeal does not stay the effective date of the order of
10 disciplinary action.

Micro Fished

11 22.9.3 A written demand for appeal and hearing must be served on the
12 Director of Personnel Services by employee or his representative
13 within ten (10) days of receipt of the order of disciplinary action
14 by Appointing Authority.

15 22.9.4 The failure to serve written demand for hearing within the
16 prescribed period shall be deemed a waiver of the right to a hearing
17 and the order of disciplinary action shall be final. Said failure
18 constitutes a failure to exhaust administrative remedies.

19 22.9.5 The demand for hearing shall include:

20 A. Specific grounds for appeal;

21 B. Copies of materials on which appeal is based or, if too
22 voluminous, reference to materials in the custody of County.

23 22.9.6 The Director of Personnel Services shall, within ten (10) days set a
24 date for hearing which shall be held within thirty (30) days of the
25 date of the demand for hearing.

26 22.9.7 The Director of Personnel Services shall notify the parties in

writing of the time and place of the hearing at least fifteen (15) days prior to hearing.

22.9.8 An appeal through this procedure waives:

- A. Grievance proceedings under any agreement or memorandum between the County and any employee organizations;
- B. Appeal under State Merit System;
- C. Appeal under State Merit System Grievance Procedure.

22.9.9 Three (3) days prior to the hearing each party shall serve a list of witnesses and copies of all exhibits on the other party. If additional witnesses or evidence are added after this date, the opposing party shall be entitled to reasonable continuance at the discretion of the panel. If new allegations are brought out, the opposing party shall have the right to a reasonable continuance at the discretion of the Labor Relations Panel.

22.9.10 Hearing.

Micro Fished

The hearing shall be conducted as a full scale evidentiary hearing, with full due process rights, including the right to present witnesses, present evidence, cross examine opposing witnesses, the right to counsel, and findings to support the decision.

22.9.11 Within thirty (30) days of the conclusion of the hearing, the Panel shall render a written decision and/or order. Any decision and/or order of the Panel shall be final and shall not be subject to appeal to the Board of Supervisors.

ARTICLE XXIII
GRIEVANCE PROCEDURE

23.1 Purpose:

23.1.1 To equitably resolve employee grievances at the lowest level of administrative responsibility, if possible.

23.1.2 To provide an orderly procedure for reviewing and resolving grievances promptly.

23.2 Definition of Grievance:

23.2.1 A. Any dispute which arises over the interpretation, application, or alleged violation of this Memorandum of Understanding;

B. Any dispute which arises over the interpretation, application, or alleged violation of any ordinance or resolution presently in force or as may from time to time be adopted by the County on matters within the scope of representation. **Micro Flohed**

23.2.2 Discharges, suspension, and/or demotion shall not be subject to grievance pursuant to this Article.

23.3 Regulations:

23.3.1. No reprisal of any nature shall be taken against any employee for participating in the grievance procedure.

23.3.2 Any party may be represented or assisted at any level of the procedure by a representative of his/her choosing.

23.3.3 The grievant, his/her witnesses, and his/her representative shall suffer no loss of compensation or benefits while participating in this procedure, to include no more than 30 minutes preparation time per grievance.

23.3.4 Proceedings shall be held within the grievant's normal working

- 1 hours. If held at any other than grievant's normal working hours,
2 the grievant shall be entitled to an equivalent number of hours off
3 on an hour for hour basis.
- 4 23.3.5 Grievances other than Association grievances shall be signed by the
5 employee or employees bringing the grievance.
- 6 23.3.6 There shall be no hearing, witness testimony, or cross examination
7 at any level prior to the hearing stage of the formal procedure.
- 8 23.4 Time Limits:
- 9 23.4.1 Time limits as specified in each step of the procedure shall be
10 strictly observed. Time limits may be extended only by mutual
11 agreement of the parties, in writing. **Micro Flohed**
- 12 23.4.2 Failure of a grievant to observe a time limit shall terminate the
13 grievance. Failure of the party to whom the grievance is submitted
14 to observe the time limit shall give the grievant the right to move
15 the grievance to the next level of review.
- 16 23.5 Exclusive Procedure.
- 17 23.5.1 This procedure shall be the exclusive procedure for adjustment of
18 grievances for all employees in the bargaining unit.
- 19 23.5.2 The provisions of this grievance procedure shall supersede the
20 procedure in the personnel regulation of the County of Yolo relating
21 to personnel board appeal and Agreement No. 68-46.
- 22 23.6 Standing:
- 23 23.6.1 Any employee within the bargaining unit covered by this Memorandum
24 of Understanding shall have standing to use this procedure.
- 25 23.6.2 Any employee, for purposes of this Article only, shall mean all
26 regular employees, state merit system employees, limited term

employees, provisional employees, and extra help employees as qualified in terms of Article XVI (Extra Help) of this Memorandum of Understanding.

23.6.3 The Association shall have standing under this procedure on any dispute arising under Section 22.3.1(a) of this Memorandum of Understanding, unless otherwise provided in this Memorandum of Understanding.

23.7 Procedure:

All grievances shall be initiated at the informal step of the procedure.

Micro Fished

23.7.1 Informal Grievance:

A. Grievant shall initially present the grievance informally for disposition by the immediate supervisor. Such presentation shall be made within twenty (20) calendar days of the event giving rise to the grievance or within twenty (20) calendar days of discovery of such event, but not longer than forty-five (45) calendar days after the event.

B. Association shall present its grievance informally at the appropriate level within the time limits set out above.

C. Presentation of an informal grievance shall be a pre-requisite to the institution of a formal grievance.

23.7.2 Formal Grievance:

A. If the grievant believes that the grievance has not been resolved within five (5) working days of informal presentation, he/she may initiate a formal grievance within five (5) working days thereafter. A formal grievance can only be initiated by

1 completing and filing with the Department Head a prescribed form
2 within ten (10) working days of the informal presentation and
3 sending a copy to the Director of Personnel Services. The
4 completed form shall contain:

- 5 1. Name of grievant;
- 6 2. Class Title;
- 7 3. Department;
- 8 4. Grievant's Mailing Address;
- 9 5. A clear statement of the nature of the grievance (citing
10 applicable ordinance, resolution or contract language and
11 section).
- 12 6. The date upon which the grievance occurred;
- 13 7. A proposed solution to the grievance; **Micro Fished**
- 14 8. The date of execution of the grievance form;
- 15 9. The date of presentation of the informal grievance and name
16 of person to whom presented;
- 17 10. The signature of the grievant;
- 18 11. The name and signature of the grievant's representative, if
19 any.

20 B. Step 1.

21 Within ten (10) working days after a formal grievance is filed,
22 the department head shall investigate the grievance, and confer
23 with the grievant in an attempt to resolve the grievance, and
24 make a decision in writing.

25 C. Step 2.

- 26 1. If the grievance is not resolved in Step 1 to the

1 satisfaction of the grievant, he/she may, within not more
2 than five (5) working days from his/her receipt of the
3 Department Head's decision or expiration of the time limit
4 for response, appeal to the Director of Personnel Services,
5 by so notifying the Personnel Services Agency in writing.

- 6 2. Within ten (10) working days after such notification, the
7 Director of Personnel Services shall investigate the
8 grievance, confer with persons affected and their represen-
9 tatives to the extent he deems necessary, and render a
10 decision in writing.

Micro Fished

- 11 3. If the decision of the Director of Personnel Services
12 resolves the grievance to the satisfaction of the grievant,
13 it shall bind the County, subject to the ratification by the
14 Board of Supervisors of unbudgeted expenditures.

15 D. Step 3.

16 If the decision of the Director of Personnel Services does not
17 resolve the grievance to the satisfaction of the grievant, the
18 grievant or his representative may, within ten (10) working days
19 of receipt of the decision, request a hearing by the Labor
20 Relations Panel. The request for a hearing shall be made, in
21 writing, to the Director of Personnel Services who shall
22 schedule the hearing for the next meeting of the Panel which is
23 at least ten (10) working days after the request is received
24 unless the calendar for that meeting is filled, in which case
25 the hearing shall be set at the following meeting.

26 The Panel shall conduct a hearing, and shall, within thirty (30)

1 calendar days of conclusion of the hearing, render a written
2 decision and/or order. Any decision and/or order of the Panel on
3 matters within Section 23.2.1-A shall be final and not subject
4 to appeal to the Board of Supervisors.

5 Any decision and/or order on matters within Section 23.2.1-B may
6 be appealed to the Board of Supervisors within thirty (30)
7 calendar days.

8 E. Step 4.

Micro Fished

9 On receipt of any appeal, the Board of Supervisors may review
10 the record and affirm, reverse, modify, or refer the matter back
11 to the Panel for further hearing. Such action shall be taken by
12 the Board only on a review of the record and a finding that the
13 Panel's decision was not supported by the record. Such action
14 shall be taken as soon as possible but not later than sixty (60)
15 calendar days of receipt of the appeal.

16 23.7.3 Costs.

17 Association agrees to bear one-half of the cost of the Panel, not to
18 exceed \$150.00 per meeting and any mutually agreed upon transcript
19 or reporter fees for any grievances which are appealed to the Labor
20 Relations Panel on or after the date of this Memorandum of
21 Understanding.

22 23.7.4 County agrees to amend the Labor Relations Panel Ordinance to
23 provide that appointments to vacancies shall be made in the same
24 manner as the original appointment to that seat was made.

ARTICLE XXIV

SAFETY

24.1 Conformance:

The County shall conform to and comply with all health, safety, and sanitation requirements imposed by State or Federal Law, or regulations adopted under State or Federal law. This section shall not be subject to grievance pursuant to Article XXIII of this Memorandum of Understanding.

24.2 County agrees to maintain its safety committee. **Micro Fished**

24.3 Release Time:

Any bargaining unit employee who is appointed to membership on the safety committee shall be allowed reasonable release time to carry out his obligations.

24.4 No Discrimination:

No employee shall be in any way discriminated against as a result of reporting any condition believed to be a violation of Section 24.1.

ARTICLE XXV

TRAINING

25.1 In-Service Training:

The County agrees to provide in-service training for its employees in order to assure a high standard of performance for the people of Yolo County.

25.1.1 This section shall not be subject to grievance pursuant to Article XXIII of this Memorandum of Understanding.

Micro Filed

ARTICLE XXVI

CONTRACTING AND BARGAINING UNIT WORK

If County proposes to contract out work which has been customarily and routinely performed by bargaining unit employees, and if such action will result in layoff of those bargaining unit employees, the County agrees to give the Association ten (10) days prior notice and an opportunity to meet and confer on the effects of layoff on bargaining unit employees.

Micro Fished

ARTICLE XXVII

STRIKES AND LOCKOUTS

27.1 No lockout of employees shall be instituted by the County during the term of this Memorandum of Understanding.

27.2 The Association agrees that during the term of this Memorandum of Understanding, neither it nor its officers, employees, or members will engage in, encourage, sanction, or suggest any strikes, work stoppages, slowdowns, mass resignations, sick-ins, strike picketing, or any other actions which would involve suspension of, or substantial interference with, the normal work of the County.

27.3 In the event that Association members participate in such activities in violation of Section 27.2 of this Article, the Association shall notify those members so engaged to cease and desist from such activity and shall instruct the members to return to their normal duties.

Micro Fished

27.4 In the event that the Association or any members of its Executive Board engages in, encourages, sanctions, or suggests any of the actions set forth in Section 27.2 of this Article, the County reserves the right to discontinue dues deductions for the duration of this Memorandum of Understanding.

ARTICLE XXVIII

28.1 Severability.

If any provision of this Memorandum of Understanding shall be held invalid by operation of law, or by any tribunal of competent jurisdiction or, if compliance with or enforcement of any such provision should be restrained by any said tribunal, the remainder of this Memorandum of Understanding shall not be affected thereby.

28.2 Waiver:

This Memorandum of Understanding constitutes the entire agreement between the parties and concludes meeting and conferring on any subject, except as provided herein, or as otherwise mutually agreed upon, whether included in this Memorandum of Understanding or not, for the term of this Memorandum of Understanding. **Micro Fished**

The County reserves the right to make organizational changes with notice to the Association. If the result of such change affects wages, hours, and/or conditions of employment, the County agrees to abide by Government Code Section 3504.5. The provisions of Article XIX, Classification and Reclassification, shall not apply to reorganizations.

Provided, however, if any portion of this Memorandum of Understanding is held invalid or if compliance with any provision is restrained, the County is authorized to take immediate action to achieve compliance with law, provided that the County shall give notice to the Association prior to such action and the County shall provide the Association with an opportunity to meet and confer within thirty (30) days after any determination of invalidity or

1 service of a restraining order, for the purpose of arriving at a
2 mutually satisfactory replacement for such article or section.

3 28.3 Integration.

4 It is agreed that the terms and conditions of the Memorandum of
5 Understanding itself shall constitute the whole of the agreement
6 between the parties thereto, and that the terms and conditions of
7 this Memorandum of Understanding shall supersede all earlier
8 proposals, conversations, or oral or written agreements constituting
9 any portion of the meet and confer process or other discussion
10 leading up to the Memorandum of Understanding. **Micro Filed**

11 28.4 Savings Clause.

12 In the event that any legislation, court decision or determination
13 of the State Controller declares that the salary increase or the
14 social security contribution is contrary to law, the County shall
15 not be bound to perform that provision and the parties shall meet
16 and confer regarding the matter.

17 28.5 Other Matters:

18 The parties agree that no agreement was reached on other matters
19 discussed and that County is not obligated to make any changes or
20 take any action regarding them.

21 28.6 Implementation:

22 The Board of Supervisors will amend its written policy and take such
23 other action by resolution or otherwise as may be necessary in order
24 to give full force and effect to the provisions of this Memorandum
25 of Understanding. The provisions of this Memorandum of Understand-
26 ing, except as provided herein, shall supersede County ordinances

1 and resolutions currently in effect, for the term of this Memorandum
2 of Understanding, to the extent that they are inconsistent with the
3 provisions of this Memorandum of Understanding.

4 28.7

Duration:

5 Except as set forth in this document, this Memorandum of
6 Understanding shall become effective on the date of adoption by the
7 Board of Supervisors and shall remain in full force and effect to
8 and including June 30, 1980. It is hereby agreed that the term of
9 Agreement No. 77-254 is hereby extended to the commencement of this
10 agreement.
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

Micro Fished

1 IN WITNESS WHEREOF, the parties have executed this Memorandum of
2 Understanding this 16th day of January, 1979.

3 YOLO COUNTY GOVERNMENT EMPLOYEES'
4 ASSOCIATION

COUNTY OF YOLO, a political subdivision
of the State of California

5 BY

John J. Ortega
JOHN J. ORTEGA

BY

Richard T. Uchida
RICHARD T. UCHIDA

6
7 BY

Sharon Goodnight
SHARON GOODNIGHT

BY

O. H. Fifi Zeff
O. H. FIFI ZEFF

Designated Representative

8
9 BY

Renée Craig
RENEE CRAIG

Designated Representatives

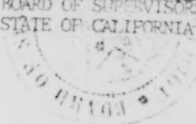
Micro Fished

10
11
12 Approved by Final Determination of the Board of Supervisors of the County
13 of Yolo this 16th day of January, 1979.

COUNTY OF YOLO, a political subdivision
of the State of California

14
15
16
17 BY

Boyle O. M. Macdonald
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA



APPENDIX A

Listed herein are all of these Yolo County job classes represented by the Yolo County Government Employee's Association in the General Unit.

ACCOUNT CLERK I, II, III	DEPUTY TREASURER-TAX COLLECTOR
ACCOUNTANT II, III	DETOXIFICATION PROGRAM SUPERVISOR
ACCOUNTANT-AUDITOR I	DISTRICT ROAD SUPERVISOR I, II
ACCOUNTANT TECHNICIAN	DOG LICENSE SURVEYOR
ADMINISTRATIVE ASSISTANT	
ADMINISTRATIVE CLERK I, II, III, IV	EDP CONTROL CLERK
ADMISSIONS CLERK	ELECTRONICS TECHNICIAN
AGRICULTURAL BIOLOGIST I, II, III	ELIGIBILITY SUPERVISOR
ANIMAL CONTROL OFFICER I, II	ELIGIBILITY WORKER I, II, III
APPRAISER I, II, III	ENGINEERING AIDE I, II
ASSESSMENT CLERK I, II	ENGINEERING TECHNICIAN I, II
ASSESSMENT OFFICE SUPERVISOR	EQUIPMENT MECHANIC
ASSISTANT BOARD OF SUPERVISORS CLERK	EQUIPMENT SERVICE MECHANIC
ASSISTANT CIVIL ENGINEER	EQUIPMENT SERVICE WORKER
(with registration)	
ASSISTANT CIVIL ENGINEER	FAMILY NURSE PRACTITIONER
(without registration)	FAMILY SUPPORT INTERVIEWER
ASSISTANT MANPOWER ANALYST	FAMILY SUPPORT OFFICER
ASSISTANT PLANNER	FIELD ASSISTANT
ASSISTANT STOREKEEPER	FOOD SERVICE ASSISTANT
ASSOCIATE PLANNER	FOOD SERVICE SUPERVISOR
AUDITOR II, III	
AUDITOR APPRAISER I, II, III	GENERAL CLERK I, II, III
	GENERAL LABORER
BUILDING CRAFTS MECHANIC	GRADUATE NURSE
BUILDING INSPECTOR I, II	GROUNDWORKER I, II
BUILDING MAINTENANCE WORKER I, II	GROUP COUNSELOR I, II, III
BUYER	
	HEALTH EDUCATOR
CADASTRAL DRAFTSPERSON	HEALTH EDUCATOR ASSISTANT
CHIEF ANIMAL CONTROL OFFICE	HEAVY EQUIPMENT MECHANIC
CHILD HEALTH AND DISABILITY	HOMEMAKER
PREVENTION PROGRAM MANAGER	HOMEMAKER SUPERVISOR
CLINICAL PSYCHOLOGIST	HOUSEKEEPING SUPERVISOR
COLLECTION ASSISTANT	
COLLECTION MANAGER	INTERPRETER CLERK
COMMUNICATIONS DISPATCHER I, II	INVESTIGATOR (Welfare)
COMMUNICATIONS TECHNICIAN II	INVESTIGATOR I, II
COMMUNITY HEALTH WORKER	
COMPUTER OPERATOR	JUNIOR PLANNER
CONSERVATORSHIP OFFICER	JUVENILE TRAINING AND TRANSPORTATION
CONSTRUCTION ENGINEER	OFFICER
COOK I, II	
COUNTY PRINTER	KEY PUNCH OPERATOR
COUNTY PRINTER TRAINEE	
COURT REPORTER	LABOR SUPERINTENDENT
CRIPPLED CHILDREN SERVICES WORKER	LABORATORY CLERK
CUSTODIAN	LABORATORY TECHNICIAN
CUSTODIAL SUPERVISOR	LABORATORY TECHNOLOGIST I, II

Micro Filmed

LAW CLERK
LEGAL INTERN
LEGAL PROCESS CLERK
LIBRARIAN I, II
LIBRARY ASSISTANT I, II, III, IV
LIBRARY SPECIALIST I, II
LICENSED VOCATIONAL NURSE

MANPOWER ANALYST I, II
MASTER CALENDAR CLERK
MEDICAL BILLING CLERK
MEDICAL RECORDS LIBRARIAN
MENTAL HEALTH COUNSELOR I, II
MENTAL HEALTH NURSE I, II
MENTAL HEALTH NURSE CONSULTANT
MENTAL HEALTH WORKER I, II, III
MICROFILM OPERATOR
MINI-BUS DRIVER
MUNICIPAL COURT CLERK I, II, III

NURSING ASSISTANT

OCCUPATIONAL THERAPIST
OCCUPATIONAL THERAPIST
CONSULTANT
OFFICE MACHINES OPERATOR

PAGE
PARK INTERN
PARK MAINTENANCE SUPERVISOR
PARK MAINTENANCE WORKER I, II
PAYROLL BENEFITS SUPERVISOR
PERSONNEL ASSISTANT
PHYSICAL THERAPIST
PHARMACIST
PHARMACY TECHNICIAN
PLAN CHECK ENGINEER
PLANNING TECHNICIAN
PROBATION AIDE
PROBATION OFFICER I, II, III
PROGRAMMER ANALYST I, II, III
PROGRAMMER ANALYST TRAINEE
PSYCHIATRIC SOCIAL WORKER I, II
PSYCHIATRIST
PUBLIC HEALTH AIDE
PUBLIC HEALTH EDUCATION ASSISTANT
PUBLIC HEALTH MICROBIOLOGIST
PUBLIC HEALTH NURSE I, II
PUBLIC HEALTH PROGRAM SPECIALIST

RECORDER CLERK
REFUSE DISPOSAL ATTENDANT I, II
REFUSE DISPOSAL ATTENDANT TRAINEE
REFUSE DISPOSAL SUPERINTENDENT
RIGHT OF WAY AGENT
ROAD MAINTENANCE WORKER I, II, III, IV

SANITARIAN I, II, III
SANITATION AIDE I, II
SECRETARY I, II, III
SECRETARY TO THE COUNTY
ADMINISTRATIVE OFFICER
SECRETARY TRAINEE
SENIOR ADMISSIONS CLERK
SENIOR APPRAISER
SENIOR BUILDING CRAFTS MECHANIC
SENIOR COUNTY PRINTER
SHOP SUPERVISOR
SOCIAL WORKER I, II, III, IV
SOCIAL WORKER SUPERVISOR I, II
STAFF NURSE I, II
STANDARDS EVALUATOR
STENOGRAPHER CLERK III
STOCK CLERK
STOREKEEPER
SUPERIOR COURT CLERK I, II
SUPERIOR COURT SECRETARY
SUPERIOR COURT SECRETARY -
JURY COMMISSIONER
SUPERVISING ACCOUNT CLERK I, II
SUPERVISING AUDITOR APPRAISER
SUPERVISING BUYER
SUPERVISING CLERK
SUPERVISING COMMUNICATIONS DISPATCHER
SUPERVISING GENERAL CLERK I
SUPERVISING LABORATORY TECHNOLOGIST
SUPERVISING LEGAL PROCESS CLERK
SUPERVISING MEDICAL BILLING CLERK
SUPERVISING NURSE
SUPERVISING PUBLIC HEALTH NURSE
SURGERY TECHNICIAN
SYSTEMS ANALYST

Micro Fished

TRAFFIC MAINTENANCE SUPERVISOR
TRAFFIC MAINTENANCE WORKER I, II
TYPIST CLERK I, II, III

VETERANS SERVICES ASSISTANT I, II
VOCATIONAL ASSISTANT
VOCATIONAL TRAINEE

WARD CLERK
WEED AND PEST CONTROL SURVEY WORKER
WEED AND VEGETATION CONTROL OPERATOR I, II
WEIGHTS AND MEASURES INSPECTOR I, II

X-RAY TECHNICIAN I, II

§ 825. Duty of public entity to pay judgment, compromise, or settlement

If an employee or former employee of a public entity request the public entity to defend him against any claim or action against him for an injury arising out of an act or omission occurring within the scope of his employment as an employee of the public entity and such request is made in writing not less than 10 days before the day of trial, and the employee or former employee reasonably cooperates in good faith in the defense of the claim or action, the public entity shall pay any judgment based thereon or any compromise or settlement of the claim or action to which the public entity has agreed.

If the public entity conducts the defense of an employee or former employee against any claim or action with his reasonable good faith cooperation, the public entity shall pay any judgment based thereon or any compromise or settlement of the claim or action to which the public entity has agreed; but, where the public entity conducted such defense pursuant to an agreement with the employee or former employee reserving the rights of the public entity not to pay the judgment, compromise or settlement until it is established that the injury arose out of an act or omission occurring within the scope of his employment as an employee of the public entity, the public entity is required to pay the judgment, compromise or settlement only if it is established that the injury arose out of an act or omission occurring in the scope of his employment as an employee of the public entity.

Nothing in this section authorizes a public entity to pay such part of a claim or judgment as is for punitive or exemplary damages.

Micro Fiched

§ 825.2. Right of employee, etc., to recover amount of payment from public entity: Where public entity does not conduct defense or conducts it pursuant to agreement reserving rights

(a) Subject to subdivision (b), if an employee or former employee of a public entity pays any claim or judgment against him, or any portion thereof, that the public entity is required to pay under Section 825, he is entitled to recover the amount of such payment from the public entity.

(b) If the public entity did not conduct his defense against the action or claim, or if the public entity conducted such defense pursuant to an agreement with him reserving the rights of the public entity against him, an employee or former employee of a public entity may recover from the public entity under subdivision (a) only if he establishes that the act or omission upon which the claim or judgment is based occurred within the scope of his employment as an employee of the public entity and the public entity fails to establish that he acted or failed to act because of actual fraud, corruption or actual malice or that he willfully failed or refused to conduct the defense of the claim or action in good faith or to reasonably cooperate in good faith in the defense conducted by the public entity.

§ 825.4. Indemnification of public entity paying claim or judgment.
When employee not liable to indemnify

Except as provided in Section 825.6, if a public entity pays any claim or judgment against itself or against an employee or former employee of the public entity, or any portion thereof, for an injury arising out of an act or omission of the employee or former employee of the public entity, he is not liable to indemnify the public entity.

§ 825.6. When public entity may recover from employee, etc.: Fraudulent, corrupt or malicious act by employee: Where public entity conducts defense pursuant to agreement reserving rights

(a) If a public entity pays any claim or judgment, or any portion thereof, either against itself or against an employee or former employee of the public entity, for an injury arising out of an act or omission of the employee or former employee of the public entity, the public entity may recover from the employee or former employee the amount of such payment if he acted or failed to act because of actual fraud, corruption or actual malice or if he willfully failed or refused to conduct the defense of the claim or action in good faith. Except as provided in subdivision (b) or (c), a public entity may not recover any payments made upon a judgment or claim against an employee or former employee if the public entity conducted his defense against the action or claim.

(b) If a public entity pays any claim or judgment, or any portion thereof, against an employee or former employee of the public entity for an injury arising out of his act or omission, and if the public entity conducted his defense against the claim or action pursuant to an agreement with him reserving the rights of the public entity against him, the public entity may recover the amount of such payment from him unless he establishes that the act or omission upon which the claim or judgment is based occurred within the scope of his employment as an employee of the public entity and the public entity fails to establish that he acted or failed to act because of actual fraud, corruption or actual malice or that he willfully failed or refused to reasonably cooperate in good faith in the defense conducted by the public entity.

(c) If a public entity pays any claim or judgment, or any portion thereof, against an employee or former employee of the public entity for an injury arising out of his act or omission, and if the public entity conducted the defense against the claim or action in the absence of an agreement with him reserving the rights of the public entity against him, the public entity may recover the amount of such payment from him if he willfully failed or refused to reasonably cooperate in good faith in the defense conducted by the public entity.

Micro Fished

§ 995. Duty to provide for defense of action

Except as otherwise provided in Sections 995.2 and 995.4, upon request of an employee or former employee, a public entity shall provide for the defense of any civil action or proceeding brought against him, in his official or individual capacity or both, on account of an act or omission in the scope of his employment as an employee of the public entity.

For the purposes of this part, a cross-action, counterclaim or cross-complaint against an employee or former employee shall be deemed to be a civil action or proceeding brought against him.

Micro Filmed

§ 995.2. When public entity may refuse to defend

A public entity may refuse to provide for the defense of an action or

proceeding brought against an employee or former employee if the public entity determines that:

- (a) The act or omission was not within the scope of his employment; or
- (b) He acted or failed to act because of actual fraud, corruption or actual malice; or
- (c) The defense of the action or proceeding by the public entity would create a conflict of interest between the public entity and the employee or former employee.

§ 995.4. When provision for defense permitted but not required

A public entity may, but is not required to, provide for the defense of:

- (a) An action or proceeding brought by the public entity to remove, suspend or otherwise penalize its own employee or former employee, or an appeal to a court from an administrative proceeding by the public entity to remove, suspend or otherwise penalize its own employee or former employee.
- (b) An action or proceeding brought by the public entity against its own employee or former employee as an individual and not in his official capacity, or an appeal therefrom.

§ 995.6. Defense of administrative proceedings

A public entity is not required to provide for the defense of an administrative proceeding brought against an employee or former employee, but a public entity may provide for the defense of an administrative proceeding brought against an employee or former employee if:

- (a) The administrative proceeding is brought on account of an act or omission in the scope of his employment as an employee of the public entity; and
- (b) The public entity determines that such defense would be in the best interests of the public entity and that the employee or former employee acted, or failed to act, in good faith, without actual malice and in the apparent interests of the public entity.

Micro Fished

§ 995.8. Defense of criminal actions: Removal proceedings

A public entity is not required to provide for the defense of a criminal action or proceeding (including a proceeding to remove an officer under Sections 3060 to 3073, inclusive, of the Government Code) brought against an employee or former employee, but a public entity may provide for the defense of a criminal action or proceeding (including a proceeding to remove an officer under Sections 3060 to 3073, inclusive, of the Government Code) brought against an employee or former employee if:

- (a) The criminal action or proceeding is brought on account of an act or omission in the scope of his employment as an employee of the public entity; and
- (b) The public entity determines that such defense would be in the best interests of the public entity and that the employee or former employee acted, or failed to act, in good faith, without actual malice and in the apparent interests of the public entity.

§ 996. Methods of providing defense: Expense of defense as proper charge: Employee not liable for expense

A public entity may provide for a defense pursuant to this part by its own attorney or by employing other counsel for this purpose or by purchasing insurance which requires that the insurer provide the defense. All of the expenses of providing a defense pursuant to this part are proper charges against a public entity. A public entity has no right to recover such expenses from the employee or former employee defended.

§ 996.4. Refusal of entity to represent employee: When employee may recover costs of his defense from entity: Petition for writ of mandate to compel defense by entity

If after request a public entity fails or refuses to provide an employee or former employee with a defense against a civil action or proceeding brought against him and the employee retains his own counsel to defend the action or proceeding, he is entitled to recover from the public entity such reasonable attorney's fees, costs and expenses as are necessarily incurred by him in defending the action or proceeding if the action or proceeding arose out of an act or omission in the scope of his employment as an employee of the public entity, but he is not entitled to such reimbursement if the public entity establishes (a) that he acted or failed to act because of actual fraud, corruption or actual malice, or (b) that the action or proceeding is one described in Section 995.4.

Nothing in this section shall be construed to deprive an employee or former employee of the right to petition for a writ of mandate to compel the public entity or the governing body or an employee thereof to perform the duties imposed by this part.

Micro Filmed

§ 996.6. Rights under this part as additional to other contractual or statutory rights

The rights of an employee or former employee under this part are in addition to and not in lieu of any rights he may have under any contract or under any other enactment providing for his defense.

APPLICATION FOR CHANGE IN GROUP INSURANCE

CROWN
LIFE INSURANCE COMPANY

GROUP POLICY NO. 23045	NAME OF POLICYHOLDER COUNTY OF YOLO	AGREEMENT NO. 79-10	EFFECTIVE DATE OF CHANGE Day Month Year 01 01 79
---------------------------	--	---------------------	--

DESCRIPTION OF POLICY CHANGES

Effective January 1, 1979, late entrants for dental coverage will be limited, in the first year of coverage, to a maximum payout of \$100.00 under Levels One and Two (which are preventative and restorative care). Following the initial 12 month period, the late applicant will be provided full benefit coverage. Late entrants who were **Micro Fished** insured elsewhere and apply within 31 days by a letter of confirmation from the previous carrier or employer, are not subject to these restraints.

FILED

FEB 23 1979

PETER McNAMEE, Clerk

By Boston Rodgers
Deputy

RECEIVED

FEB 23 1979

PETER McNAMEE, Clerk

By _____
Deputy

Approved as to Form

Dated 1/16/79

[Signature]
County Counsel of Yolo County

Following approval by the Crown Life Insurance Company, the above changes will become effective in accordance with the Group Insurance Policy Change form to be issued to the policyholder, and will apply to employees who are at work on a full-time and full-pay basis on the effective date. If an employee is absent from work on the effective date, the above changes will not apply to the employee until he returns to work on a full-time and full-pay basis.

Jan 30, 1979
Date

[Signature]
Group Sales Representative

Betsy A. Marchand
Betsy A. Marchand, Chairman,
Board of Supervisors, County of
Yolo, State of California.
Title

Prime Sponsor YOLO COUNTY

Agreement # 06-9061

Yolo County
Agreement No. 79-11

Letter of Agreement

This letter authorizes \$25,000 to be added to your Letter of Credit. The purpose for this authorization is to advance funds that you may use to plan your CETA Title VII Private Sector Initiative Program until Fiscal Year 1979 Title VII CETA funds are available. These funds will not be put into a specific grant. Further, these advance funds will be returned to the Department of Labor once you receive your Fiscal Year 1979 Title VII funds. However, all expenditures will be charged against Title VII. In drawing down these funds from your Letter of Credit, you should indicate in Section III of SP 183 that the funds being obtained are "FY 79 Advance Title VII funds."

Micro Fished

FILED

JAN 19 1979

PETER McNAMEE, Clerk

By *[Signature]*
Deputy

By accepting this authorization, you agree that:

1. You will conduct all work under this agreement pursuant to the administrative provisions of Part 97, Subpart D Part 98 and other applicable Sections of the CETA regulations (29 CFR), published on October 18, 1977, the FY 79 Title VII Planning Guidelines issued by the Employment and Training Administration, and the FY 79 CETA Regulations for Title VII when published in final form in the Federal Register in March 1979.
2. You will develop procedures for establishing a private Industry Council (PIC) and shall form the Council as expeditiously as possible.
3. You will use these advance funds to employ qualified personnel and to pay for any supplies, materials and other associated administrative costs necessary for the planning of a Private Sector Initiative Program (PSIP).
4. Within 30 days after receipt of notification of the availability of funds in your Letter of Credit, you will submit to the regional administrator a plan developed in conjunction with the business community which will include:
 - a. A description of the activities that will be undertaken with these planning funds; and
 - b. the expected date that the PIC will be established.

ORIGINAL (White)—To Lessee
DUPLICATE (Blue)—To Lessor
TRIPLE-COPY (Yellow)—To Department of Finance

Agreement No. 79-12

AGREEMENT NO. 2-79

LEASE AGREEMENT

THIS LEASE AGREEMENT made this 31st day of December

at Woodland, California, by and between the 40th

District Agricultural Association, a State institution, hereinafter called the LESSOR, and

Sheriff's Dept., County of Yolo

FILED	INDEXED	SERIALIZED
Department of General Services		
APPROVED		
MAR 19 1978		
BY <u>C. H. Hersh</u>		
hereinafter called the LESSEE		
Asst. Chief Counsel		

WITNESSETH

That the LESSOR, in consideration of the payment of the rent hereinafter specified to be paid by the LESSEE and the covenants and agreements hereincontained, does hereby lease, demise and let unto LESSEE and LESSEE hires that certain

property in the City of Woodland County of Yolo, State of California, described as: Security Bldg., located on the grounds of the 40th District

Agricultural Association.

"Lessee recognizes and understands that this lease may create a possessory interest subject to property taxation and that the lessee may be subject to the payment of property taxes levied on such interest."

RECEIVED

SEP 27 1979 Micro Fished

SEP 27 1979

PETER McNAMEE, Clerk

PETER McNAMEE, Clerk
BY C. H. Hersh
DEPUTY

By _____

for the term of 6 months commencing on the 1st day of January

1979, and ending on the 30th day of June, 1979, with the right of termination

as hereinafter set forth, at the total rental of NINE HUNDRED (\$900.00) DOLLARS, payable to the LESSOR

in lawful money of the United States, in LUMP SUM PAYMENT of \$ 900.00, in advance, XXXX ////

~~LESSOR'S OBLIGATION TO FURNISH THE PREMISES TO THE LESSEE FOR THE TERM OF THIS LEASE~~ All rental payments shall be delivered to the

office of the 40th District Agricultural Association at Woodland

, California, on or before the //// day of each month.

LESSEE hereby covenants and agrees as follows:

1st: To pay LESSOR said rent as hereinbefore provided, and in addition thereto, to pay, charges for none

accruing or payable in connection with said premises during the term of this lease, and to permit LESSOR or its agents to enter said premises at any reasonable time to inspect the same.

2nd: To occupy the premises leased hereunder for the following purposes only.

Training Sub Station

3rd: Not to commit, suffer or permit any waste on said premises or any acts to be done thereon in violation of any laws or ordinance, and not to use or permit the use of said premises for any illegal or immoral purposes.

4th: This lease shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least Thirty days next prior to the date when such termination shall become effective. In the event of such termination any unearned rental paid by LESSEE shall be returned to LESSEE.

5th: All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:

To the LESSEE at P.O. Box 179, Woodland, California 95695

and to the LESSOR at

P.O. Box 326, Woodland, California 95695

Approved _____
"I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1203 have been complied with and this document is exempt from review by the Department of Finance."
Approved _____
Department of Food and Agriculture

The address to which the notices shall or may be mailed as aforesaid to either party shall or may be changed by written notice given by such party to the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

6th: Not to assign or sublet this lease and not to make or suffer any alteration to be made in or on said premises, without the written consent of the LESSOR.

7th: To keep the premises in good order and condition at his own expense, reasonable wear and tear excepted.

8th: To pay LESSOR all costs and expenses, including attorney's fees in a reasonable sum, in any action brought by LESSOR to recover any rent and/or other charges due and unpaid hereunder, or for the breach of any of the covenants or agreements contained in this lease, or to recover possession of said premises, when such action progresses to judgment.

9th: If any rent and/or other charges shall be due and unpaid, or if default shall be made in any of the covenants or agreements on the part of the LESSEE contained in this lease, LESSOR may, at his option, at any time after such default or breach, and without any demand on or notice to LESSEE or to any other person of any kind whatsoever, re-enter and take possession of said premises and remove all persons and property therefrom.

10th: At the expiration of said term, or any sooner termination of this lease, to quit and surrender possession of said premises, and its appurtenances, to LESSOR in as good order and condition as the premises were delivered to the undersigned LESSEE, reasonable wear and tear and damage by the elements and other casualties excepted.

11th: Should the LESSEE hold over after the expiration of the term of this lease with the consent of the LESSOR, express or implied, said tenancy shall be deemed to be a tenancy only from month to month, subject otherwise to all of the terms and conditions of this lease so far as applicable.

12th: LESSEE specifically waives the provisions of Section 1941 of the Civil Code, which reads as follows:

Micro Fiched 1941. Obligations of Lessor. The Lessor of a building intended for the occupation of human beings must, in the absence of an agreement to the contrary, put it into a condition fit for such occupation, and repair all subsequent dilapidations thereof, which render it untenable, except such as are mentioned in section nineteen hundred and twenty-nine.

13th: LESSEE specifically waives the provisions of Section 1942 of the Civil Code, which reads as follows:

"1942. If within a reasonable time after notice to the lessor, of dilapidations which he ought to repair, he neglects to do so, the lessee may repair the same himself, where the cost of such repairs does not require an expenditure greater than one month's rent of the premises, and deduct the expenses of such repairs from the rent, or the lessee may vacate the premises, in which case he shall be discharged from further payment of rent, or performance of other conditions."

14th: LESSOR is not required to keep hereinbefore described property insured against fire, and LESSEE will make no claim of any nature against LESSOR by reason of any damage to the business or property of LESSEE in the event said premises are damaged or destroyed by fire or other cause.

15th: FAIR EMPLOYMENT PRACTICES. 1. In the performance of this contract, the Lessee will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex,* age,* national origin, or physical handicap.* The Lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race color, religion, ancestry, sex,* age,* national origin, or physical handicap.* Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessee shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Lessee will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Lessee was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Lessee has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Lessee and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Lessee, the difference between the price named in the contract and the actual cost thereof to the State.

16th: LESSEE does further expressly agree to indemnify and save the Association, its officers, agents, servants, and employees harmless from any and all claims for loss, damage, injury, or liability of whatsoever nature and howsoever the same may be caused or may arise resulting directly or indirectly from the exercise of this lease or the occupation of the premises herein permitted to be used or the premises of the Association to which the LESSEE, its agents, employees, or LESSEE's may have access by reason of this lease.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year in this lease first above written.

40th DISTRICT AGRICULTURAL ASSOCIATION
LESSOR

By _____

Secretary-Manager

TITLE

By _____

TITLE

County of Yolo

LESSOR

By _____

Chairman, Board of Supervisors

TITLE

SHERIFF'S DEPT., County of Yolo

Sheriff

Memo for fair management:

1. Resolution by the Board of Directors must accompany lease agreement to the Division of Fair and Expositions.
2. Department of Finance approval is required on all three copies if the period is for longer than one month.
3. Submit all three copies of the lease agreement if Department of Finance approval is required.
Submit only the triplicate yellow copy if Department of Finance approval is not required.
4. Blank spaces should not be left blank. A line should be drawn through blank spaces on this form when the space is not used and initialed by both parties.
- * See Labor Code Sections 1441-1442.5 for further details.

FILED

JAN 23 1979

PETER McNAMEE, Clerk

By [Signature] Deputy

AGREEMENT NO. 79-13

(Agreement Amending Agreement No. 78-252:
Solid Waste Disposal Site)

THIS AGREEMENT, made and entered into this 23rd day of
January, 1979, by and between the COUNTY OF YOLO, a political
subdivision of the State of California, hereinafter referred to
as "LANDLORD", and DONALD C. BROCKHOFF, hereinafter referred to
as "TENANT",

W I T N E S S E T H:

RECITALS: Micro Fished

1. LANDLORD and TENANT entered into that certain lease agree-
ment designated as Agreement No. 78-252 on September 19, 1978, a
copy of which is attached hereto and incorporated herein by this
reference.

2. Paragraph No. 4 of said lease agreement dealing with rent
omitted a term of the agreement relating to rent by typographical
error, and the parties hereto desire to correct said error.

AGREEMENTS:

1. It is hereby agreed by and between the parties that Para-
graph No. 4 of Agreement No. 78-252 is amended to read and
provide as follows:

4. Rent. Tenant agrees to pay LANDLORD a total
rent for the full term hereof of ONE-HUNDRED-
SEVENTY-THOUSAND (\$170,000.00) DOLLARS due
and payable as follows:
4% upon submittal of proposal; 6% January
1, 1979; 18% July 1, 1979; 18% January 1,
1980; 18% July 1, 1980; 18% January 1,
1981; 18% July 1, 1981.

2. In all other respects, Agreement No. 78-252 is hereby ratified
and confirmed by the parties without change.

IN WITNESS WHEREOF, the parties hereto have affixed their
signatures hereto this 23rd day of January, 1979.

//////////

////////

COUNTY OF YOLO, a political subdivision of the
State of California, "LANDLORD"

By Bobby A. McNamee
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

PETER McNAMEE, CLERK

Micro Fished

By: John E. Lucas
Deputy

(SEAL)

TENANT

Donald C. Brockhoff
DONALD C. BROCKHOFF

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By: John E. Lucas
DEPUTY COUNTY COUNSEL

FILED

JAN 23 1979

PETER McNAMEE, Clerk

By

Deputy

AGREEMENT NO. 79-14

(Agreement for Emergency Shelter Foster Home)

THIS AGREEMENT, made and entered into this 23rd day of January, 1979, by and between the COUNTY OF YOLO, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and HERMAN AND MARGARET PEREZ, (hereinafter referred to as "PROVIDERS"),

W I T N E S S E T H:

Micro Fished

I. RECITALS:

1. COUNTY is desirous of making provisions for shelter care for children requiring temporary or emergency care outside their own homes.
2. PROVIDERS represent that they possess the necessary qualifications to carry out the desired provision of shelter care.
3. PROVIDERS agree to carry out the services for COUNTY described herein, under the terms and conditions set forth in this Agreement.

II. AGREEMENTS:

1. PROVIDERS shall make available in their home, on a twenty-four (24) hour per day basis, two beds for children requiring temporary or emergency shelter home care.
2. PROVIDERS shall obtain and keep current a foster home license, and shall comply with all State regulations concerning foster home care.
3. PROVIDERS shall receive at any hour of the day or night, seven (7) days per week, up to two children between the ages of 0-18 years, who have been taken into temporary custody as neglected,

Micro Fished

1 abused, destitute, or homeless children.

2 4. PROVIDERS shall refuse to accept children who are in need of
3 immediate emergency medical care. PROVIDERS may also refuse to
4 accept children who are violent or who are known fire-setters.

5 PROVIDERS may not refuse children with colds, flu, or other
6 chronic illnesses not requiring emergency care.

7 5. PROVIDERS shall make an initial inventory of all personal
8 property in possession of each child received, and mark those
9 items to assure their return to the child when the placement
10 terminates.

11 6. PROVIDERS shall keep on-going records, on forms provided
12 by COUNTY, on all removals from and returns to the home of each
13 child during the placement, and any other information requested
14 by COUNTY. All records concerning children shall be kept
15 confidential.

16 7. PROVIDERS shall not permit any children in their care to
17 be removed from their home by third parties, without the
18 express consent of the social worker in each instance.

19 8. PROVIDERS shall permit visitation by parents of the children
20 in their care, between the hours of 10:00 a.m. and 9:00 p.m.
21 All visitation is to be by appointment and with the approval of
22 the social worker in charge.

23 9. PROVIDERS shall cooperate with Yolo County Department of
24 Social Services staff and other community resources in develop-
25 ing, coordinating, and implementing a treatment/casework plan in
26 the best interest of each child.

- 1 10. PROVIDERS shall provide transportation to all Court appearances,
2 doctors and dentists appointments, school, and other places as/
3 necessary. PROVIDERS shall have a valid California driver's
4 license, and maintain automobile public liability insurance in
5 at least the minimum amounts required by law.
- 6 11. PROVIDERS shall make all necessary arrangements for school
7 registration for each child. Micro Fished
- 8 12. PROVIDERS shall provide each child placed with care approp-
9 riate to the child's needs, including room and board, recreation,
10 available public education, necessary clothing, and medical and
11 dental care. COUNTY shall pay for the necessary clothing, medical,
12 and dental care, and other special needs. PROVIDERS shall further
13 provide substitute parenting appropriate to each child, including
14 training, constructive discipline, and supervision by a responsible
15 adult.
- 16 13. PROVIDERS shall make all necessary arrangements for hiring
17 back-up help. All such help must be at least twenty-one (21)
18 years of age and be approved by the County Department of Social
19 Services.
- 20 14. PROVIDERS shall remain in contact with the COUNTY Communica-
21 tions Operator at all times, except during periods of vacation and
22 week-ends off as provided herein.
- 23 15. PROVIDERS shall abide by the Civil Rights Act of 1964, and
24 any other Federal or State legislation which prohibits discrimina-
25 tion on the basis of sex, race, religion, handicap or ethnic
26 background in the hiring of employees or in providing services

1 under this Agreement.

2 16. PROVIDERS shall be responsible for the selection and procure-
3 ment of necessary supplies, food, clothing and incidentals, for
4 maintenance of safe and sanitary standards in their home, and
5 for provision of healthful nutrition to each child. COUNTY will
6 provide the initial supply of special needs, such as diapers;
7 however, PROVIDERS will be responsible for maintaining such
Micro Fished 8 supplies.

9 17. PROVIDERS shall have one week-end off per month. During this
10 week-end, they will not be required to maintain contact with
11 the Communications Operator. However, any children at the home
12 at that time will continue to be cared for by PROVIDERS,
13 whether in the home or away from it. The dates of said week-ends
14 off shall be as agreed upon by the Department and PROVIDERS.
15 PROVIDERS agree to give the Department at least one weeks'
16 notice of intended week-end off dates.

17 18. PROVIDERS shall have one week of vacation per year, under
18 the same terms and conditions as stated above for week-ends off.
19 In addition, PROVIDERS shall be entitled to one week of sick leave
20 per year, under the same terms and conditions as for week-ends off
21 and vacations. Time off for sickness beyond one week shall
22 result in a pro rata reduction of the monthly amount paid by
23 COUNTY to PROVIDERS as set forth herein.

24 19. COUNTY shall provide essential background information and
25 any other information concerning the needs of each child, as
26 well as information regarding any dangerous propensities

1 of each child, whenever such information is obtained. COUNTY
2 shall act promptly to remove any child whose physical condition
3 or dangerous propensities reasonably could be foreseen to imperil
4 the property or person of others in PROVIDERS' home. COUNTY shall
5 obtain any necessary emergency care for children before they are
6 placed with PROVIDERS.

7 20. COUNTY shall provide consultation and/or training to PROVIDERS
8 as necessary for the effective provision of services under this
9 Agreement.

Micro Fished

10 21. COUNTY shall pay PROVIDERS the sum of \$200.00 per month,
11 irrespective of the number of days on which children have been
12 placed in the home. In addition, for each day on which a child
13 is in the home, COUNTY shall pay the sum of \$8.00 for that child,
14 up to a daily maximum of \$16.00 for two children.

15 22. It is specifically understood that PROVIDERS are independent
16 contractors and are not subject to the direction and control of
17 COUNTY except as to final result. PROVIDERS shall be solely
18 liable and responsible to pay all required taxes and other
19 obligations, including, but not limited to, withholding and
20 Social Security. PROVIDERS agree to indemnify and hold COUNTY
21 harmless from any liability which it may incur to the Federal or
22 State government as a consequence of this contract.

23 23. The term of this Agreement shall be for a period of one (1)
24 year, beginning on February 1, 1979, and ending on January 31, 1980.
25 This writing contains all of the terms agreed upon by the parties.
26 No other understandings, oral or otherwise, regarding this agreement

1 shall be deemed to exist or to bind any of the parties hereto.
2 This agreement may be amended, modified, or terminated by consent
3 of the parties, in writing. It may be terminated by either party
4 upon sixty (60) days' notice, or by the COUNTY without notice for
5 violation by PROVIDERS of any term or condition of this agreement.
6 Any assignment of this agreement shall require prior written
7 consent of COUNTY. Such consent, once given, shall not be deemed
8 to waive the requirement of consent by COUNTY for any subsequent
9 assignments.

10 IN WITNESS WHEREOF, the parties hereto have executed this
11 agreement the 23rd day of January, 1979.

COUNTY OF YOLO, a political sub-
division of the State of California

13 Micro Fished

14 BY Betsy A. Moreland
15 CHAIRMAN OF THE BOARD OF SUPERVISORS
16 COUNTY OF YOLO, STATE OF CALIFORNIA

17 ATTEST:

18 PETER McNAMEE, CLERK

19 BY Pete E. Lucas
20 DEPUTY

21 (SEAL)

22 PROVIDERS

23 BY Herman Perez
24 Herman Perez

25 APPROVED AS TO FORM
26 CHARLES R. MACK
COUNTY COUNSEL

Margaret Perez
Margaret Perez

BY Elizabeth A. Holly
DEPUTY COUNTY COUNSEL

CONTRACT FOSTER HOME

Name: Kelley Contract Foster Home

Date: January 16, 1979

Month	No. of Kids	Total Days	Home Capacity	% of Usage
Sept. 1978	2	30	58	52%
Oct. 1978	2	45	60	75%
Nov. 1978	5	49	58	84%

Micro Filled

FILED

FEB 12 1979

PETER McNAMEE, Clerk

By Deputy

AGREEMENT NO. 79-15

THIS AGREEMENT made and entered into this 23rd day of January, 1979, by and between the COUNTY OF YOLO, a political Subdivision in the State of California, hereinafter referred to as "COUNTY", and MURRAY, BURNS and KIENLEN, A Corporation, Consulting Civil Engineers, hereinafter referred to as "ENGINEER"

W I T N E S S E T H:

Micro Fished

WHEREAS, County desires to have a study made to develop alternate drainage systems to provide storm drainage in the Southport area of the County; said study to provide the basis for development of a final plan for drainage acreage fee determination; and

WHEREAS, County finds it necessary to contract for engineering services for the preparation of plans, hydrological calculations, cost estimates and economic analysis and related or incidental work thereto;

NOW, THEREFORE, the County and Engineer agree as follows:

1. County employs Engineer to advise the Board of Supervisors of the County and its Officers and Agents in regard to the said study and plan and perform professional services as hereinafter provided in this agreement:
2. Engineer shall, upon execution hereof, promptly commence and thereafter diligently prosecute to completion for presentation to the County and District 900 the engineering study and report consisting of those items listed in the Scope of Work attached hereto:
3. Engineers shall perform and complete the work described in accordance with generally accepted engineering practices, and in connection therewith to advise and consult with the officers and representatives of the agencies involved (County, and District 900) at all reasonable times, upon request of

1 authorized officials of the agencies.

2 4. For this entire work the County shall reimburse the
3 Engineers for actual time and expenses in accordance with
4 the schedule set forth in Items (a) through (d) below, but
5 in no event shall the total payment to the Engineer exceed
6 twenty five thousand dollars (\$25,000) without the written con-
7 sent of the Board of Supervisors of County:

8 (a) Principáls of the firm are billed at \$50.00 per
9 hour except for court appearances and appearances before
10 quasi-judicial State and Federal boards and commissions
11 which are billed at \$75.00 per hour.

Micro Fished

12 (b) Work of subordinate staff assigned directly to a
13 project or study is billed at salary cost times a multiplier
14 of 2.0 to cover non-allocable overhead and profit. Salary
15 cost is defined as actual salary plus allowances for sick
16 leave, vacation and holiday pay, unemployment and payroll
17 taxes, and contributions for social security, disability
18 insurance and retirement benefits. Appearances in court or
19 before quasi-judicial State and Federal boards and commissions
20 are billed at \$60.00 per hour for registered engineer staff
21 and \$40.00 per hour for other staff.

22 (c) Automobile mileage is billed at 20 cents per mile
23 away from Sacramento or such other headquarters as may be
24 established.

25 (d) All other direct non-salary expenses, including
26 transportation and subsistence, long-distance telephone
27 charges, commercial printing and reproduction costs, and
28 similar out-of-pocket expenses, are billed at actual costs.

29 (e) Said compensation shall be due and payable to Engi-
30 neer for engineering services outlined above in accordance
31 with the following:

32 On monthly billings as the work is incurred, ninety

1 percent (90%) of the amount billed shall be payable within
2 thirty (30) days after receipt of statement.

3 The remaining amount incurred beyond the ninety percent
4 (90%) shall be payable within one (1) month after the presen-
5 tation to County of the final written report.

6 (f) County may terminate or discontinue the work autho-
7 rized under any part of this contract by giving ten (10) days
8 written notice of such termination; and, in such event, County
9 agrees to pay to Engineers up to date of such termination or
10 discontinuance at said agreed rates. Micro Fished

11 5. Engineers shall make use of any information the County,
12 and District 900 have accumulated related to the work and
13 shall make use of the services of these public agencies in
14 carrying out any fact-gathering activity related to the work
15 whenever it is possible to do so in accordance with sound
16 engineering practices.

17 6. Engineers shall perform all of such services, prepare
18 all of such reports, and compile all information and data as
19 herein undertaken, for the reimbursement provided and shall
20 exercise all of the care and judgment consistent with good
21 engineering practices in the performance of its work under
22 this Agreement. In addition, Engineer shall indemnify and
23 hold the County harmless from any claims, liabilities, costs
24 and expense as a result of any injury to persons or property
25 resulting from the performance by Engineer of the Agreement.

26 7. Engineer shall complete and present to County for
27 approval a summary report described in the Scope of Work not
28 later than April 1, 1979.

1 IN WITNESS WHEREOF, the parties hereto have executed
2 this Agreement the day and year first above written.

3 COUNTY OF YOLO, A Political Subdivision
4 of the State of California,

5 By Baker C. Marchand
6 Chairman of the Board of Supervisors
County of Yolo, State of California

7 CONSULTANT

8 By Murray Burns
MURRAY, BURNS, and KIENLEN

9
10 ATTEST:

11 PETER McNAMEE, Clerk

12 By Peter McNamee, Deputy

Micro Fished

13
14 APPROVED AS TO FORM:

15 Bluma
16 County Counsel, Yolo County

SCOPE OF WORK

1. Finalize hydrologic analysis of the "Southport" area for drainage design purposes. This analysis will comply with the Yolo County hydrologic design standards and will take into account the existing and future Yolo County land use projections as set forth in Item 2.

2. Develop specific drainage plans and profiles adequate for general layout and cost estimating purposes as described below for each Drainage Unit identified in the "Southport Area Drainage Concepts" approved by the Board of Supervisors on March 15, 1977, and the Board of Trustees of Reclamation District 900 on April 21, 1977.

Micro Flohed

A. East of Sacramento Northern R.R. - North Unit.

Specific drainage plans and profiles will be developed for the "trunk" lines to and including necessary pumping installations adjacent to the RD 900 Primary Drainage Canal identified in H below. The "trunk" lines are identified on Plate 4 attached hereto.

B. East of Sacramento Northern R.R. - South Unit.

Specific drainage plans and profiles will be developed for Alternate "A" as shown on Plate 5. Alternate "A" is the only drainage concept that would impact the RD 900 Primary Drainage Canal. Alternates "B" and "C" could be analyzed if and when development is allowed in that Unit.

C. Agricultural Unit. No changes are contemplated in the drainage system for this unit since it retains its present agricultural zoning.

D. Touchstone Unit. The planned development for this unit utilizes on-site detention storage to decrease the peak rate of discharge to the Main Canal. The developers are bearing the total cost of drainage facilities to deliver water to the Main Canal. Therefore no specific

1 drainage plans, profiles or cost estimates are required
2 for this Unit.

3 E. Jefferson Unit. Specific drainage plans and pro-
4 files will be developed for the facilities identified
5 on Plate 2.

6 F. Davis Unit. The Davis Unit will be drained by sur-
7 face drains as indicated on Plate 3. The facilities for
8 which costs will be estimated are shown on Plate 3.

9 G. Industrial Unit. This unit is presently devoted to
10 agriculture and is adequately drained for this purpose.

11 It is assumed that when the area is developed for indus-
12 trial use, the developers will be required to construct
13 drainage facilities to County Standards which would
14 discharge into the Ship Channel. These drainage facili-
15 ties would be independent of the herein proposed South-
16 port Drainage facilities; therefore, no general layout
17 or costs will be estimated for this unit. Micro Fished

18 H. Primary Drainage Canal System. The present Main
19 Canal, Main Canal extensions and Lake Washington deten-
20 tion storage area make up the Primary Drainage Canal
21 System which serves the entire Southport area; therefore,
22 for cost estimating purposes they are identified sepa-
23 rately. This primary drainage canal and detention storage
24 system are delineated on Plate 1.

25 3. The adequacy of the existing RD 900 Main Pumping Plant to
26 meet future drainage demands will be determined by the District.

27 4. The Engineer will develop cost estimates for the facili-
28 ties defined under paragraph 2 based on 1978 costs. The Engi-
29 neer will estimate reasonably expected cost escalation rates
30 so costs can be estimated for future construction periods.

31 5. The Engineer will develop recommended drainage acreage
32 fees using the cost developed under paragraph 4 and an analysis

1 of developable acreages. Such drainage fees must be uniformly
2 assessed to all developable property within each of the
3 specific drainage plans. The Engineer will identify and
4 determine the developable acreages by interpretation of
5 current aerial photos with ground inspections as necessary
6 and identification by reference to Yolo County Assessor Plats.
7 Non-assessable property would essentially be existing sub-
8 divided R1 and R2 properties.

9 6. The Engineer will submit fifteen (15) copies of a summary
10 report which will include the following: **Micro Fished**

11 A. Specific drainage plans and profiles adequate for
12 general layout and cost estimating purposes for the
13 Drainage Units in Items 2A, 2B, 2E and 2F and the Primary
14 Drainage Canal System. (Plan and profile sheet size,
15 8½" x 11"). Reproducible 18" x 24" boundary maps of the
16 Drainage Units in Items 2A, 2E and 2F will be provided.

17 B. Cost estimates for the Drainage Units in Items 2A,
18 2B, 2E and 2F and the Primary Drainage Canal System to
19 include the following costs:

- 20 (1) Construction
21 (2) Administration
22 (3) Engineering and supervision

23 The Engineer will also estimate reasonably expected cost
24 escalation rates.

25 C. Summary of recommended drainage acreage fees based
26 upon the analysis of developable acreages and estimated
27 costs for each Unit.
28
29
30
31
32

FILED
JAN 23 1979
FREDERICKSON & SONS
BY *J. L. Erickson*
WESLEY

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

AGREEMENT NO. 79-16
(Lease of Real Property)

THIS AGREEMENT is made on November 2, 1978
between the ESPARTO UNIFIED SCHOOL DISTRICT, a policial subdivision
of the State of California ("LANDLORD"), and the COUNTY OF YOLO,
a political subdivision of the State of California ("TENANT"), who
agree as follows:

RECITALS:

This agreement is made with reference to the following facts
and objectives:

1. LANDLORD owns certain property located within the unincor-
porated community known as Madison, County of Yolo. Micro Fiched
2. TENANT desires to make said property available to nearby
residents for recreational purposes.
3. LANDLORD is willing to permit said usage subject to certain
terms and conditions.

AGREEMENTS:

IT IS AGREED between the parties as follows:

1. Lease. LANDLORD leases to TENANT and TENANT leases from
LANDLORD the following described property located in the unincor-
porated community known as Madison, County of Yolo, State of
California:

Approximately 2.203 acres of land within the community of
Madison, said property being bounded by Main Street on the
north, Scott Street on the east, Quincy Street on the south,
and Stephens Street on the west, said property being more
fully described as Lots 1 through 32 inclusive, Block 14,
Madison, Yolo County.

2. Term. The term of this lease shall commence on October 1,
1978, and shall terminate on September 30, 1979.

3. Rent. TENANT shall pay the sum of ONE DOLLAR (\$1.00)

1 to LANDLORD, by County Warrant, payable in advance, effective on the date
2 this agreement is approved by LANDLORD.

3 4. Use. The real property described in this lease shall be developed
4 as a public park for recreational uses and other uses reasonably related
5 thereto. TENANT shall provide LANDLORD with a description of improvements to
6 be made to premises and planned activities to be conducted on said premises.

7 5. Preparation of Premises. TENANT acknowledges that on the
8 commencement of the term of this agreement that there will be rubble remaining
9 on the premises as a result of the previous demolition of a school building
10 that was previously situated therein. TENANT agrees that this rubble will be
11 removed from the premises at no cost to LANDLORD.

12 6. Assignment and Subletting. LANDLORD agrees that TENANT may assign
13 this lease and sublet the described property to the Madison Community
14 Services District.

Micro Fiched

15 7. Landlord's and Tenant's Right to Terminate Lease. The term of this
16 lease agreement may be terminated by either party hereto upon six (6) months
17 written notice to the other party.

18 8. Renewal Option. LANDLORD hereby grants to TENANT an option to
19 extend the term on all provisions contained in this agreement for a two (2)
20 year period commencing on October 1, 1979. The option granted herein must be
21 exercised by TENANT by delivery to LANDLORD of written notice of exercise of
22 option not later than September 1, 1979.

23 9. Alterations. LANDLORD grants to TENANT the right to make improve-
24 ments to the leased property deemed necessary by TENANT to develop the
25 premises as a suitable public recreational park.

26 10. Indemnity. TENANT shall hold LANDLORD harmless from all liability
27 for any damages to any person or property arising out of occupation of the
28 premises by TENANT or any subtenant, except that LANDLORD shall be liable
29 to TENANT for damages resulting from the acts or omissions of LANDLORD or its
30 authorized

31 ///

32 ///

1 representatives LANDLORD shall hold TENANT harmless from all
2 liability arising out of any such damage. A party's obligation
3 under this paragraph to indemnify and hold the other party harm-
4 less shall be limited to the sum that exceeds the amount of
5 insurance proceeds, if any, received by the party being
6 indemnified.

7 11. Public Liability and Property Damage Insurance. TENANT
8 at its cost shall maintain public liability and property damage
9 insurance with liability limits of not less than \$100,000 per
10 person and \$300,000 per occurrence, and property damage limits
11 of not less than \$50,000 per occurrence, insuring against all
12 liability of TENANT and its authorized representatives arising
13 out of and in connection with TENANT's use or occupancy of the
14 premises. All public liability insurance, and property damage
15 insurance shall insure performance by TENANT of the indemnity
16 provisions of paragraph 10.

Micro Fiched

17 12. Payment of Administrative Expenses. TENANT shall be
18 responsible for preparing and processing required environmental
19 assessment documents related to converting planned usage of sub-
20 ject premises to recreational purposes; and, said preparation and
21 processing of environmental documents shall be done by TENANT
22 at no expense to LANDLORD.

23 13. Publication of Legal Notices. TENANT shall reimburse
24 LANDLORD for costs of publishing legal notices required to exe-
25 cute this lease.

26 14. Notices. All notices to be given may be given in
27 writing by depositing the same in the United States mail, post-
28 age prepaid, and addressed to the parties as follows:

29 LANDLORD: Superintendent

30 Esparto Unified School District

31 Route 1, Box 182

32 Esparto, CA 95627

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31
- 32

5
6
7

8
9
10
11

12
13
14

15
16

17

18
19

BY

20
21
22

24

25

24

25

BY

27
28

BY

27
28

30

27
28

30

By _____

31

32

RECEIVED

FEB 16 1979

PETER McNAMEE, Clerk

By

Deputy

AGREEMENT NO. 79-17

AGREEMENT WAIVING STATUTE OF LIMITATIONS

FILED

FEB 16 1979

PETER McNAMEE, Clerk

By *Richard P. Pledge*
Deputy

THIS AGREEMENT dated for convenience the 15th day of January, 1979, by and between SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY, a joint powers agency, formerly known as Sacramento-Yolo Manpower Agency, hereinafter referred to as SYETA, and County of Yolo, a political subdivision, hereinafter referred to as Subgrantee,

W I T N E S S E T H:

RECITALS:

1. Pursuant to the Comprehensive Employment and Training Act of 1973 as amended, the U. S. Department of Labor has granted funds to SYETA for the training and employment of persons within its jurisdiction. **Micro Fiched**
2. SYETA has provided a portion of those funds to SUBGRANTEE for particular programs to be undertaken pursuant to that statute for the fiscal year 1974-75.
3. SYETA in the administration of its grant and SUBGRANTEE in the administration of its programs are bound by the provisions of the Comprehensive Employment and Training Act of 1973 as amended and by regulations promulgated thereunder.
4. Pursuant to those regulations, SYETA has caused to be made a fiscal and compliance audit of SUBGRANTEE'S programs. The audit has questioned costs incurred by SUBGRANTEE and reimbursed by SYETA. The parties are presently seeking to resolve issues raised by those questioned costs but the parties have not completed such resolution.
5. Pursuant to the regulations, a fiscal and compliance audit has been made of performance of SYETA'S program under its grant from the U. S. Department of Labor. That audit has questioned certain costs incurred and

1 funds expended by SYETA including those costs questioned by the audit of
2 SUBGRANTEE. SYETA in turn is seeking resolution with the U. S. Department of
3 Labor of issues raised by this audit; however, the parties have not
4 completed that resolution.

5 6. SYETA and SUBGRANTEE desire to seek resolution of issues arising out
6 of the audit and the performance by SUBGRANTEE without commencing
7 litigation; however, it may not be possible to complete such resolution
8 before litigation over some portion of any liability of SUBGRANTEE is barred
9 by the statute of limitations.

10 7. The parties desire to provide for a waiver of the statute of
11 limitations so as to facilitate further attempts to seek resolution of the
12 issues between them.

13 AGREEMENTS:

Micro Fiched

14 1. For the reasons set forth above and in consideration of the promises of
15 SUBGRANTEE herein, SYETA hereby agrees to refrain for ninety (90) days from
16 January 15, 1979 from instituting suit against SUBGRANTEE on account of
17 SUBGRANTEE'S liability to SYETA rising out of any programs or modifications
18 thereof undertaken pursuant to the Comprehensive Employment and Training Act
19 of 1973 or funded by SYETA for the 1974-75 fiscal year or during the month
20 of July, 1975.

21 2. For the reasons set forth above and in consideration of the promises of
22 SYETA herein, SUBGRANTEE promises and agrees that in the event any such
23 action is commenced thereafter and on or before January 15, 1981, SUBGRANTEE
24 shall not plead the statute of limitations to such action insofar as it has
25 not run on January 15, 1979, and SUBGRANTEE agrees that it shall and hereby
26 does waive any defense that it may have against such suit by virtue of any

1 statute of limitations, provided however, that such suit shall be brought,
2 if at all, on or before January 15, 1981. By this agreement, it is the
3 desire of the parties to preserve to SUBGRANTEE any defense by way of the
4 statute of limitations that it may possess on January 15, 1979, and to waive
5 any such defense arising thereunder.

6 IN WITNESS WHEREOF, the parties have executed this agreement by their
7 duly authorized officers.

8 Micro Fiched

9 SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY

10
11 By: David D. Rowlands, Jr.
12 DAVID D. ROWLANDS, JR.
13 CHAIRMAN, GOVERNING BOARD

14
15 ATTEST: John Nealson
16 JOHN NEALSON, EXECUTIVE OFFICER

17
18 COUNTY OF YOLO, SUBGRANTEE

19 By: Betsy A. Marchand
20 BETSY A. MARCHAND, CHAIRMAN
21 BOARD OF SUPERVISORS

22 ATTEST:

23 PETER McNAMEE, CLERK

24 By: Peter McNamee
25 Deputy

26 (SEAL)

FILED

JAN 30 1979

AGREEMENT NO. 79-18
(For Consultation Services)

PETER McNAMEE, Clerk

By Peter McNamee
Deputy

THIS AGREEMENT made and entered into this 17th day of January, 1979, by and between PAMELA K. WEAR, hereinafter referred to as CONSULTANT, and County of Yolo, a Political Subdivision of the State of California, hereinafter referred to as COUNTY.

W I T N E S S E T H:

1. COUNTY through its East Yolo Health Services Center operates a primary and preventative care clinic, hereinafter referred to as CLINIC, interfaced with traditional components of Public and Mental Health Services, hereinafter referred to as SERVICES, through a Federally funded Health Underserved Rural Area Research Project, hereinafter referred to as HURA.
2. CLINIC and SERVICES presently maintain separate medical records systems. The interfacing SERVICES and CLINIC and the availability under HURA of new technologies render these separate systems obsolescent.
3. COUNTY lacks the requisite available expertise to independently develop a new medical records system. **Micro Fiched**
4. CONSULTANT represents that she has the requisite expertise to develop a new medical records system.
5. COUNTY and CONSULTANT are, therefore, desirous of entering into a contract for consultative services, hereinafter referred to as PROJECT.

AGREEMENTS: COUNTY in consideration of CONSULTANTS promises contained in hereinafter recited agreements, and CONSULTANT, in consideration of COUNTY's promises contained in hereinafter recited agreements, agree:

1. CONSULTANT's PROJECT MILESTONES AND OBLIGATIONS:

- a. By March 1, 1979, CONSULTANT will present to COUNTY's hereinafter designed representatives the numbering and filing system alternatives believed by her most appropriate for HURA.

- 1 b. By March 15, 1979, CONSULTANT will prepare and present to COUNTY'S
2 herein designated representative a list of supplies appropriate for
3 the system chosen by COUNTY'S herein designated representative.
4 c. By April 1, 1979, CONSULTANT will have completed a PROJECT action
5 plan for implementation of the selected medical records system and
6 give notice of availability of staff to train and will train when
7 staff are made available; COUNTY'S herein designated representative
8 will utilize the medical records system and implement the action plan
9 during April, 1979.
10 d. By May 15, 1979, CONSULTANT will finalize the policies and procedures
11 manual for the selected medical records system. **Micro Fiched**
12 e. CONSULTANT will prepare and submit to COUNTY'S herein designated
13 representative by the last working day of each month during the term
14 of this agreement a PROJECT status report which includes, but is
15 not limited to, a prognosis for completion by hereinabove recited
16 dates of each of CONSULTANT'S PROJECT obligations.

17 2. COUNTY'S PROJECT OBLIGATIONS:

- 18 a. COUNTY'S herein designated representative will be available to,
19 and pay prompt attention to material submitted to him by CONSULTANT
20 in compliance with hereinabove recited deadlines.
21 b. COUNTY'S herein designated representative will designate and make
22 available for training staff to be trained by CONSULTANT to utilize
23 the selected medical records system upon reasonable notice from
24 CONSULTANT of CONSULTANT'S availability to train.
25 c. COUNTY'S herein designated representative will provide notice to
26 CONSULTANT of the medical records system selected within a reasonable
27 time after CONSULTANT'S presentation of alternatives pursuant to
28 herein recited agreement 1 "a". The outer bounds of reasonableness

- 1 are sufficient lead time for CONSULTANT to prepare a supply list
2 for the selection system within the hereinabove recited deadline for
3 such preparation and sufficient lead time to develop the PROJECT
4 action plan within the hereinabove recited deadline for such develop-
5 ment.
- 6 3. PAYMENT:
- 7 a. Upon submission of an invoice which details work performed in man
8 hours, for work performed in the preceeding month, and the hereinabove
9 recited PROJECT status report, pay CONSULTANT at the rate of TWENTY-
10 FIVE DOLLARS (\$25.00) per hour and TWENTY CENTS (20¢) per mile for
11 services rendered.
- 12 b. The maximum total payment to CONSULTANT under the terms of this
13 agreement will not exceed NINE HUNDRED DOLLARS (\$900). Micro Fiched
- 14 c. Where a PROJECT milestone is due for completion within a month, pay-
15 ment for that month is expressly conditioned on the acceptance by
16 COUNTY'S herein designated representative of the CONSULTANT's mile-
17 stone as completed.
- 18 4. COUNTY'S DESIGNATED REPRESENTATIVE: will be whomever occupies the position
19 of Public Health Program Specialist.
- 20 5. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that
21 CONSULTANT is an independent contractor and is not subject to the direction
22 and control of COUNTY except as to final result. CONSULTANT shall be solely
23 liable and responsible to pay all required taxes and other obligations, in-
24 cluding, but not limited to, applicable withholding and Social Security.
25 CONSULTANT agrees to indemnify and hold the COUNTY harmless from any lia-
26 bility which it may incur to the Federal or State Governments as a result
27 of this contract.
- 28 6. LIABILITY: CONSULTANT agrees to defend, indemnify and hold COUNTY
harmless for any and all claims, liability or loss arising from CONSULTANT'S

1 performance under this agreement.

- 2 7. AMENDMENTS: The body of this agreement, together with any exhibits
3 attached hereto, fully expresses all understandings of the parties con-
4 cerning all matters covered and shall constitute the total agreement.
5 No additions to, or alteration of, the terms of this agreement, whether
6 by written or verbal understanding of the parties, their officers, agents
7 or employees shall be valid unless made in the form of a written amend-
8 ment to this agreement which is formally approved and executed by
9 the parties executing this agreement or their successors
10 in office. Micro Fiched

- 11 8. NOTICE: Any notice to be given parties to this agreement may be given
12 personally or by depositing same postmarked and registered in the United
13 States mail, postage prepaid and addressed to CONSULTANT or COUNTY's
14 herein designated representative as applicable, at the last know mailing
15 address of either.
16 9. TERM: The term of this agreement shall commence February 1, 1979, and
17 shall terminate on June 30, 1979, unless sooner terminated by either
18 party on thirty (30) days written notice to the other of such intent.

19 IN WITNESS WHEREOF, the parties hereto have executed this agreement
20 as of the day and year hereinabove set forth.

21 COUNTY OF YOLO, a political subdivision
22 of the State of California

23 Betty A. Marshall
24 CHAIRMAN OF THE BOARD OF SUPERVISORS

25 ATTEST:

26 PETER MC NAMEE, CLERK

27 BY Pete E. Namee
(DEPUTY)

28 Sam Wean, RPA. X
CONSULTANT

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By Elizabeth A. Stott
DEPUTY COUNTY COUNSEL

THIS AGREEMENT, dated for convenience this 29 day of

December, 1978, by and between SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY, a Joint Powers Agency (SYETA), and COUNTY OF YOLO, a political subdivision (TRANSFEREE),

W I T N E S S E T H :

RECITALS:

1. SYETA is winding up its affairs and desires to distribute certain personal property and to provide for fulfillment of its obligations to the Federal Government incurred by reason of its acquisition of that personal property. Micro Fished
2. TRANSFEREE desires to accept distribution of that personal property and to fulfill those obligations of SYETA to the Federal Government.

AGREEMENTS:

1. In consideration of the covenants of TRANSFEREE herein, and subject to the agreements set forth below, SYETA hereby transfers, conveys, and assigns to TRANSFEREE all SYETA's right, title, and interest in and to the personal property listed in Exhibit "A" attached hereto, which Exhibit "A" is comprised of Inventory List No. 5 consisting of 70 items, and is hereby incorporated by reference as if set forth at length herein.
2. This transfer is without warranty as to quality, condition, or fitness.
3. This transfer is without warranty as to title. In particular,

*Amended by
Ag. No. 79-200*

1 the property transferred is furnished by the Federal Government
2 or is acquired in whole or in part with Federal funds or its cost
3 was charged to a project supported by a Federal grant, and the
4 utilization and disposition of the property transferred is
5 governed by the provisions of the U. S. Office of Management
6 and Budget Circular No. A-102, Attachment "N", Property Management
7 Standards, or any successor thereto promulgated by the Federal
8 Government. (Property Management Standards.)

9 4. TRANSFEREE hereby acknowledges receipt of the transferred
10 property and thereby and by execution of this Agreement and
11 Transfer of Personal Property agrees to utilize and dispose of
12 the transferred property strictly in accordance with Property
13 Management Standards. Micro Fished

14 5. TRANSFEREE agrees to save SYETA harmless from any violation
15 of property management standards by TRANSFEREE, its officers,
16 employees, servants, or agents, occurring after the date of this
17 Agreement concerning the transferred property or by any person
18 to whom TRANSFEREE may deliver title or possession of the trans-
19 ferred property.

20 6. The terms and conditions of this Agreement and Transfer of
21 Personal Property shall be binding upon and inure to the benefit
22 of successors and assigns of the parties.

23 7. It is understood and agreed by and between the parties that
24 this assignment is a contract binding upon all the parties and
25 supercedes any and all other agreements, either oral or in writing,
26 between the parties hereto with respect to the transferred property,

1 and no other agreement, statement or promise relating to the trans-
2 ferred property which is not contained herein shall be valid or
3 binding.

4 IN WITNESS WHEREOF, the parties hereto have caused this
5 Agreement and Transfer of Personal Property to be executed and
6 attested by the proper officers thereunto duly authorized.

7 Dated: FEB 23, 1979.

8 SACRAMENTO-YOLO EMPLOYMENT AND
9 TRAINING AGENCY, a Joint Powers Agency

10 BY Charles A. Rowland Jr.
11 CHAIRMAN OF THE GOVERNING BOARD

12 ATTEST:

Jack Nealon

13 Micro Fiched

14 COUNTY OF YOLO, a political sub-
15 division of the State of California

16 Dated: 1-30-79.

17 BY Betty A. Marchand
18 CHAIRMAN OF THE BOARD OF SUPERVISORS

19 ATTEST:

PETER McNAMEE CLERK

20 BY

Peter McNamee

21 DEPUTY

22 (SEAL)

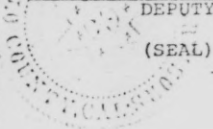


EXHIBIT A

Exhibit A consists of the following:

Inventory List Number 5, Page 1, 28 line items
Page 2, 34 line items
Page 3, 04 line items
Page 4, 04 line items

Micro Fiched

SYETA

PROPERTY INVENTORY FORM

ITEM	TAG #	ITEM	TAG #
1. DESK STANDARD	✓100230	33.	
2. DESK TYPIST	✓100273	34.	
3. DESK TYPIST	✓108770	35.	
4. DESK STANDARD	✓108595	36.	
5. DESK STANDARD	✓100237	37.	
6. DESK STANDARD	✓110221	38.	
7. DESK STANDARD	✓110340	39.	
8. DESK STANDARD	✓110334	40.	
9. CHAIR TYPIST	✓100247	41.	
10. CHAIR TYPIST	✓110278	42.	
11. CHAIR EXECUTIVE	✓100211	43.	
12. CHAIR EXECUTIVE	✓100217	44.	
13. CHAIR EXECUTIVE	✓100223	45.	
14. CHAIR EXECUTIVE	✓100210	46.	
15. CHAIR EXECUTIVE	✓100215	47.	
16. CHAIR EXECUTIVE	✓100216	48.	
17. BOOKCASE	✓108596	49.	
18. BOOKCASE	✓110003	50.	
19. BOOKCASE	✓100157	51.	
20. BOOKCASE	✓100159	52.	
21. FOLDING TABLES	✓110450	53.	
22. FOLDING TABLES	✓100043	54.	
23. FOLDING TABLES	✓110139	55.	
24. FILE CABINET - 4/D	✓108611	56.	
25. FILE CABINET - 4/D	✓108617	57.	
26. TYPEWRITER, IBM, SELECTRIC II	✓108602	58.	
27. <i>1007 1754</i>		59.	
28. <i>1007 1754</i>		60.	
29. <i>1007 1754</i>		61.	
30.		62.	
31.		63.	
32.		64.	

Micro Fished

YOLO COUNTY (2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64) assumes total responsibility for the property listed above formerly belonging to Sacramento-Yolo Employment and Training Agency (SYETA).

As of 12/13/78
 23 items 12/13/78
 DN

Received by 12/13/78
 23 items 12/13/78
 23 items 12/13/78

Witness

SVETA

PROPERTY INVENTORY FORM

ITEM	TAG #	ITEM	TAG #
1. FILE CABINET, 4 DRWR, LEGAL	✓ 108608	33. ✓ CHAIR, STACKING	110383
2. FILE CABINET, 4 DRWR, LEGAL	✓ 108610	34. ✓ CALCULATOR, ELECTRIC PRINT	108755
3. FILE CABINET, 2 DRWR, LETTER	✓ 102473	35. <i>End of List</i>	
4. FILE CABINET, 2 DRWR, LETTER	✓ 100458	36.	
5. FILE CABINET, 4 DRWR, LETTER	✓ 108565	37.	
6. FILE CABINET, 4 DRWR, LETTER	✓ 100447	38.	
7. FILE CABINET, 4 DRWR, LETTER	✓ 115717	39.	
8. FILE CABINET, 4 DRWR, LETTER	✓ 108590	40.	
9. TABLE, 6' FOLDING, METAL	✓ 110134	41.	
10. BOOKCASE, METAL	✓ 100158	42.	
11. DESK, STANDARD, METAL	✓ 110335	43.	
12. TYPING STAND, METAL	✓ 108600	44.	
13. TYPING STAND, METAL	✓ 100398	45.	
14. CHAIR, STACKING	✓ 110387	46.	
15. CHAIR, STACKING	✓ 110374	47.	
16. CHAIR, STACKING	✓ 110183	48.	Micro Fished
17. CHAIR, STACKING	✓ 110163	49.	
18. CHAIR, STACKING	✓ 110186	50.	
19. CHAIRS, STACKING	✓ 110201	51.	
20. CHAIR, STACKING	✓ 110384	52.	
21. CHAIR, STACKING	✓ 110374	53.	
22. CHAIR, STACKING	✓ 110380	54.	
23. CHAIR, STACKING	✓ 110375	55.	
24. CHAIR, STACKING	✓ 110388	56.	
25. CHAIR, STACKING	✓ 110179	57.	
26. CHAIR, STACKING	✓ 110347	58.	
27. CHAIR, STACKING	✓ 110200	59.	
28. CHAIR, STACKING	✓ 110378	60.	
29. CHAIR, STACKING	✓ 110377	61.	
30. CHAIR, STACKING	✓ 110181	62.	
31. CHAIR, STACKING	✓ 110187	63.	
32. CHAIR, STACKING	✓ 110157	64.	

YOLCO COUNTY

assumes total responsibility for the property listed

above for items belonging to Sacramento-Yolco Employment and Training Agency (SYETA).

Date of December 13, 1978.

Russell Nease 34 items

SVETA 3512 12/13/78

Ralph Harris 12/13/78
Receiver of the Property

34 items

Witness

SYETA

PROPERTY INVENTORY FORM

ITEM	TAG #	ITEM	TAG #
✓ Typewriter, Electric	103653	33.	
✓ Calculator, Electronic print	115606	34.	
✓ Lantern, portable	115620	35.	
✓ Lamp, drafting	115620	36.	
5. Last item		37.	
6.		38.	
7.		39.	
8.		40.	
9.		41.	
10.		42.	
11.		43.	
12.		44.	
13.		45.	
14.		46.	
15.		47.	
16.		48.	
17.		49.	
18.		50.	
19.		51.	
20.		52.	
21.		53.	
22.		54.	
23.		55.	
24.		56.	
25.		57.	
26.		58.	
27.		59.	
28.		60.	
29.		61.	
30.		62.	
31.		63.	
32.		64.	

Micro Fished

YOLA COUNTY

assumes total responsibility for the property listed

above formerly belonging to Sacramento-Yolo Employment and Training Agency (SYETA).

As of December 20, 1973.

Russell W. ...
 12/20/73

Ralph B. Harris
 Enclosure of the Property
 Yolo County

James I. ...
 12/20/73

SVETA

PROPERTY INVENTORY FORM

ITEM	TAG #	ITEM	TAG #
1. T. V. Monitor/receiver - Sharp	126628	33.	
2. T. V. Cart - Wilson	126629	34.	
3. T. V. Camera - Sony	100486	35.	
4. Tripod - Husky	110266	36.	
5. <i>rest from</i>		37.	
6.		38.	
7.		39.	
8.		40.	
9.		41.	
10.		42.	
11.		43.	
12.		44.	
13.		45.	
14.		46.	
15.		47.	Micro Fished
16.		48.	
17.		49.	
18.		50.	
19.		51.	
20.		52.	
21.		53.	
22.		54.	
23.		55.	
24.		56.	
25.		57.	
26.		58.	
27.		59.	
28.		60.	
29.		61.	
30.		62.	
31.		63.	
32.		64.	

YOLO COUNTY

assumes total responsibility for the property listed

Shoreline, December 28, 1978.

Dwight H. Hall 7/8

SVETA #11

Ralph B. Harris
Received of the PropertyJuni I. Say
Witness

RECEIVED
JUN 18 1979
PETER McNAMEE, Clerk
Deputy

AGREEMENT NO. 79-20

FILED

AGREEMENT NO. 04

JUN 18 1979

AGREEMENT AND TRANSFER OF PERSONAL PROPERTY

PETER McNAMEE, Clerk

By Att E. L. L...

Deputy

THIS AGREEMENT, dated for convenience this 29 day of

December, 1978, by and between SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY, a Joint Powers Agency (SYETA), and COUNTY OF YOLO, a political subdivision (TRANSFEREE),

W I T N E S S E T H:

RECITALS:

1. SYETA is winding up its affairs and desires to distribute certain personal property and to provide for fulfillment of its obligations to the Federal Government incurred by reason of its acquisition of that personal property.

Micro Fiched

2. TRANSFEREE desires to accept distribution of that personal property and to fulfill those obligations of SYETA to the Federal Government.

AGREEMENTS:

1. In consideration of the covenants of TRANSFEREE herein, and subject to the agreements set forth below, SYETA hereby transfers, conveys, and assigns to TRANSFEREE all SYETA's right, title, and interest in and to the personal property listed in Exhibit "A" attached hereto, which Exhibit "A" is comprised of Inventory List No. 6 consisting of 1 items, and is hereby incorporated by reference as if set forth at length herein.

2. This transfer is without warranty as to quality, condition, or fitness.

3. This transfer is without warranty as to title. In particular,

1 the property transferred is furnished by the Federal Government
2 or is acquired in whole or in part with Federal funds or its cost
3 was charged to a project supported by a Federal grant, and the
4 utilization and disposition of the property transferred is
5 governed by the provisions of the U. S. Office of Management
6 and Budget Circular No. A-102, Attachment "N", Property Management
7 Standards, or any successor thereto promulgated by the Federal
8 Government. (Property Management Standards.)

9 4. TRANSFEREE hereby acknowledges receipt of the transferred
10 property and thereby and by execution of this Agreement and
11 Transfer of Personal Property agrees to utilize and dispose of
12 the transferred property strictly in accordance with Property
13 Management Standards.

14 5. TRANSFEREE agrees to save SYETA harmless from any violation
15 of property management standards by TRANSFEREE, its officers,
16 employees, servants, or agents, occurring after the date of this
17 Agreement concerning the transferred property or by any person
18 to whom TRANSFEREE may deliver title or possession of the trans-
19 ferred property. Micro Fished

20 6. The terms and conditions of this Agreement and Transfer of
21 Personal Property shall be binding upon and inure to the benefit
22 of successors and assigns of the parties.

23 7. It is understood and agreed by and between the parties that
24 this assignment is a contract binding upon all the parties and
25 supercedes any and all other agreements, either oral or in writing,
26 between the parties hereto with respect to the transferred property.

1 and no other agreement, statement or promise relating to the trans-
2 ferred property which is not contained herein shall be valid or
3 binding.

4 8. This Agreement and Transfer of Personal Property shall not
5 become effective until and is expressly conditioned upon approval
6 by the U. S. Department of Labor.

7 IN WITNESS WHEREOF, the parties hereto have caused this
8 Agreement and Transfer of Personal Property to be executed and
9 attested by the proper officers thereunto duly authorized.

10 Dated: Feb 23, 1979.

SACRAMENTO-YOLO EMPLOYMENT AND
TRAINING AGENCY, a Joint Powers Agency

11
12 BY David D. Rawlance Jr.
13 CHAIRMAN OF THE GOVERNING BOARD

14 ATTEST:

Jack Heaton

Micro Fished

COUNTY OF YOLO, a political sub-
division of the State of California

15
16
17 Dated: 1-30-79.

18 BY Betsy G. Marchand
19 CHAIRMAN OF THE BOARD OF SUPERVISORS

20 ATTEST:

21 PETER McNAMEE CLERK
22 BY Chas E. Lucas
23 DEPUTY

(SEAL)

24 The foregoing transfer of personal property is hereby approved.

25 U. S. DEPARTMENT OF LABOR

26 Dated: 6/15/79 BY W. H. [Signature]

EXHIBIT A

Exhibit A consists of the following:

Property Inventory No. 6, Page 1, one line item

Micro Fiched

SVETA

PROPERTY INVENTORY FORM

ITEM	TAG #	ITEM	TAG #
1. Panasonic			
1. Video recorder with cassettes	126627	33.	
2. <i>lost item</i>		34.	
3.		35.	
4.		36.	
5.		37.	
6.		38.	
7.		39.	
8.		40.	
9.		41.	
10.		42.	
11.		43.	
12.		44.	
13.		45.	
14.		46.	Micro Fished
15.		47.	
16.		48.	
17.		49.	
18.		50.	
19.		51.	
20.		52.	
21.		53.	
22.		54.	
23.		55.	
24.		56.	
25.		57.	
26.		58.	
27.		59.	
28.		60.	
29.		61.	
30.		62.	
31.		63.	
32.		64.	

Yolo County

assumes total responsibility for the property listed

AS OF *February 22, 1978**Kennell Rose 12/88*
SIGNED*Ralph B. Harris*
Receiver of the Property*James F. Long*
Witness

FILED

FEB 27 1979

PETER McNAMEE, Clerk

By Micro Fiched Deputy FACILITIES OF THE DEPARTMENT OF THE YOUTH AUTHORITY

AMENDMENT NO. 1
TO

"CR" Contract No. 150

Yolo County Agreement
No. 79-21

JUVENILE/CRIMINAL COURT PLACEMENT
AGREEMENT FOR DIAGNOSTIC AND TREATMENT
SERVICES AND TEMPORARY DETENTION IN

THIS AGREEMENT is made and entered into this 3rd day of January, 1979, by and between the STATE OF CALIFORNIA, Director of the Youth Authority, and the COUNTY OF YOLO.

Reference is made to that certain document entitled "Juvenile/Criminal Court Placement Agreement for Diagnostic and Treatment Services and Temporary Detention in Facilities of the Department of the Youth Authority" No. 150, hereinafter referred to as "Agreement", made and entered into on the 1st day of July, 1978, by and between the parties hereto; and

WHEREAS, it is the intent of the parties hereto to amend Agreement only in certain particulars.

NOW THEREFORE, the parties hereto agree as follows:

1. Paragraph 7, Page 2, shall be changed to read: "The total amount of this agreement shall not exceed \$15,000-----."
2. All other terms and conditions of the original agreement shall remain in full force and effect.

IN WITNESS, WHEREOF, the parties hereto have executed this Amendment on the day and year first above written.

Micro Fiched

STATE OF CALIFORNIA
Department of the Youth Authority

COUNTY OF YOLO

By [Signature]
Title Deputy Director
Management Services Branch

4241 Williamsborough Drive
Address
Sacramento, California
City State
95823
Zip Code

By [Signature]
Title Chairman, Board of Supervisors
County of Yolo, State of
California.

Yolo County Courthouse
Address P.O. Box 1098
Woodland, California
City State 95695
Zip Code

NOTE: A certified copy of the resolution of the Board of Supervisors of the County authorizing the execution of this contract is to be attached to the contract.

APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNSEL

By [Signature]
DEPUTY COUNTY COUNSEL

Services are of a character which may legally be obtained outside civil service in accordance with State Personnel Board letter of August 27, 1972.

STANDARD AGREEMENT

STATE OF CALIFORNIA
FID. 2 (JULY, 1977)APPROVED BY THE
ATTORNEY GENERAL

AGREEMENT NO. 79-22

☒ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER
 (3)

THIS AGREEMENT, made and entered into this 11 day of December, 1978,
in the State of California, by and between State of California, through its duly elected or appointed,
qualified and acting

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
Director	State of California - Department of Aging	57794070

hereafter called the State, and County of Yolo for
Economic Opportunity Commission of Yolo County, Inc.

hereafter called the Contractor,

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State
hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows.

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

In order to carry out the purposes of Title 45 Code of Federal Regulations, Public Welfare, Chapter XIII Administration on Aging, Part 1324 pursuant to provisions of Title VII (Nutrition Program for the Elderly) of the Older Americans Act of 1965, as amended, the California Department of Aging has been authorized to receive funds for paying part of the costs for providing older Americans, particularly those with low incomes, with low cost, nutritionally sound meals served in strategically located centers where they can obtain other social and rehabilitative services. Besides promoting better health among the older segment of the population through improved nutrition, such a program is aimed at reducing the isolation of old age, offering older Americans an opportunity to live their remaining years in dignity.

Micro Fiched

In addition, Section 707 of the Older Americans Act, as amended, requires the Secretary of Agriculture to maintain, a level of not less than 25 cents per meal in donated foods to recipients of grants and contracts under Title VII of the Act which authorizes the Nutrition Program for the Elderly; That amount is subject to adjustment on an annual basis to reflect changes in the services for food away from

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	FILED	CONTRACTOR
AGENCY	Department of Aging	County of Yolo for Economic Opportunity Commission of Yolo County, Inc.
BY AUTHORIZED SIGNATURE	PETER MOHAMMEE, Clerk	Base, A. Mareland
TITLE	Director	Chairman, Board of Supervisors
	Deputy	Yolo County Courthouse
		P.O. Box 1092, Woodland, Calif 95695

CONTINUED ON 6 SHEETS EACH BEARING NAME OF CONTRACTOR

Department of General Services
Use ONLY

AMOUNT ENCUMBERED	APPROPRIATION	FUND
\$ 175,338	VII/USDA	Special Deposit
UNENCUMBERED BALANCE	ITEM	CHAPTER
\$		
ADD. INCREASING ENCUMBRANCE	FUNCTION	
\$	Contractual Service	
ADD. DECREASING ENCUMBRANCE	LINE ITEM ALLOTMENT	
\$	\$137,767 (VII) \$38,789 (USDA)	
I hereby certify, upon my own personal knowledge, that budgeted funds are available for the payment of the expenditure shown above.		DATE
SIGNATURE OF AUTHORIZING OFFICER		12-17-78
I hereby certify, that my signature is being made both as Agent of Appropriation and as Agent of Disbursement.		
I have been duly elected and am the present and lawful holder of the Department of General Services.		
SIGNATURE OF CONTRACTOR		3/24/79

EXEMPTED FROM
GENERAL SERVICES
REVIEW PURSUANT
TO ATTORNEY GENERAL
OPINION # C777/206
I.L. dated May 27, 1978

home of the Consumer Price Index published by the Bureau of Labor Statistics of the Department of Labor. The reimbursement rate for FY 79 is 38.5¢ per meal served.

The California Department of Aging, by letter, dated June 27, 1978, notified the Regional Administrator, Food and Nutrition Service, USDA, that the State of California chooses to receive its USDA assistance in the form of cash for Fiscal Year 1979;

Whereas, in order to carry out the purposes of Section 707 of the Older Americans Act of 1965, as amended by Public Law 95-65, the California Department of Aging has been authorized to receive funds from the Department of Agriculture for paying part of the costs of purchasing food commodities for Title VII Nutrition Program for the Elderly.

Whereas, contractor having submitted an approved Project Grant Application, it is mutually agreed as follows:

Micro Fished

1. (a) This project, "Not By Bread Alone",
no. 70676076, shall be carried out in accordance with Title VII of the Older Americans Act of 1965, as amended, the program regulations and directives thereto, federal and state laws, and the State Manual for Title VII operations and reporting requirements, all of which are or may be operative during the term of this contract.
- (b) In addition, this project shall be carried out consistent with the terms and conditions of the Project Grant Application as approved by the State in making this award.
- (c) In the event of conflict between the provisions set forth in subparagraph 1 (a) and the terms and conditions of the Project Grant Application, the provisions listed in subparagraph 1 (a) shall control.
- (d) In the event of conflict between provisions of this agreement and of the Project Grant Application, the provisions of this agreement shall control.
- (e) Copies of all documents set forth in subparagraph 1 (a) hereto are available for inspection at California Department of Aging, 918 "J" Street, Sacramento, California 95814.
2. The approved Project Grant Application which is on file with the State is hereby incorporated by reference and is made part of this agreement.
3. This agreement shall not be considered effective until signed by both parties hereto and is subject to the availability of funds.
4. The term of this agreement is from January 1, 1979 to December 31, 1979, subject, however, to earlier termination as herein provided.

5. In consideration of the on-going performance of the above in a manner considered satisfactory to the State, the State shall pay Contractor a total amount not to exceed \$176,556, which is derived solely from federal funds consisting of \$137,767 (Title VII) and \$ 38,789 (USDA) and which shall be spent in accordance with the budget which is part of the approved Project Grant Application. A portion of the Title VII funds and a portion of the USDA funds shall be paid Contractor not more frequently than monthly, in advance, during the term of this agreement, upon receipt and approval of monthly Report of Cash Flow and Request for Funds (CDA-86) and monthly Nutrition Participant Report (CDA-16) by the State. Advances of USDA funds shall not exceed 90% of the USDA funds provided by this contract. Contractor shall submit data on the actual number of meals served during the contract period, not later than 15 days after the expiration of this contract. An adjustment shall be made on the amount advanced relative to the number of meals served. Any USDA funds due under the terms of this contract shall be said promptly.
 6. Contractor shall account for and maintain all funds received under the terms of this agreement separate from any other funds administered by Contractor. Contractor shall expend all funds received hereunder in accordance with this agreement.
- Micro Fiched,
7. Contractor shall at all times during the term of this agreement maintain complete records of its activities and expenditures hereunder in form satisfactory to the State and shall make all records pertaining to the project available for inspection and audit by the State or Federal government or their duly authorized agents at any time during normal business hours. All such records must be maintained and kept available by Contractor for a minimum of three years from the ending date of this contract if a state or federal audit has occurred, or five years from said date if no audit has occurred. In the event of audit exception, such records shall be maintained and kept available until every exception has been cleared to the satisfaction of the State. In addition, records for non-expendable property which was acquired with federal funds shall be retained for three years after final disposition of such property. Contractor shall timely submit all reports of its activities and expenditures as may be required by the State.
 8. In the event any subcontractor is utilized by the Contractor for any portion of the project, Contractor, nevertheless, retains the prime responsibility for carrying out all the terms of this agreement, including the responsibility for insuring the availability and retention of records of subcontractors in accordance with paragraph 7 hereto. No subcontract utilizing funds from this agreement shall be entered into which has a term extending beyond the ending date of this agreement as set forth in paragraph 4 hereto. Specifications for any subcontract shall be submitted to the State in writing 15 days prior to award of that subcontract by Contractor. In the event Contractor contemplates using any profit-making entity as a subcontractor, the State must approve of each such profit-making entity in writing prior to award of any such subcontract by Contractor. A copy of any executed subcontract must be forwarded to the appropriate Regional Office of State within 30 days after the beginning date of the subcontract.
 9. Contractor shall have no authority to contract for or on behalf of, or incur obligations on behalf of, the State of California.
 10. For work or services performed under this agreement, no individual shall be paid wages or salary by Contractor either (1) in excess of \$10.75 per hour during any 24-hour period, or (2) more than \$150.00 for any 24-hour period, out of funds payable to Contractor hereunder.

11. Contractor shall comply with all Department of Health, Education and Welfare regulations promulgated pursuant to Title VI of the Civil Rights Act of 1964. As indication of his intent to comply, Contractor shall complete and sign an Assurance of Compliance with such regulations (AOC-441), which form, when completed and signed by Contractor shall be attached hereto and incorporated herein by reference.
12. Authorized State or federal representatives shall have the right to monitor, assess, or evaluate Contractor's performance pursuant to this agreement on at least a quarterly basis, said monitoring, assessments, or evaluations to include but not be limited to audits, inspection of premises, and interviews of project staff and participants.
13. Authorized State or federal representatives shall have the right to inspect food preparation sites, if any, of the Contractor during the term of this agreement at any time during normal business hours.
14. No waiver of any of the provisions of this agreement shall be binding unless in writing and signed by a duly authorized representative of Contractor and State.
15. Prior to commencement of any work under this contract, Contractor shall secure from funds provided by the State pursuant to this contract: 1. adequate insurance against liability on account of damage to persons or property; 2. adequate insurance covering all Contractor's employees under applicable workmen's compensation laws; 3. adequate insurance as required by applicable local law or requirement.

Micro Fished

The Contractor shall, until all work under this contract has been completed and all advance payments made hereunder have been liquidated, (i) maintain such insurance; (ii) maintain adequate insurance upon any property used for, acquired for or allocable to this contract to which title is held by the State; (iii) furnish such evidence with respect to his insurance to the State as the State may from time to time require.

All insurance contracts secured by Contractor pursuant to this paragraph shall require each insurer to notify the State by registered mail to the California Department of Aging at 918 "J" Street, Sacramento, California 95814, of any modification, termination or cancellation of any contract of insurance between insurer and Contractor no less than five (5) days prior to the effective date of such modification, termination, or cancellation. Notice by the insurer shall be effective upon receipt of same by the State.

In addition to any other requirements of this contract, Contractor shall notify the State of any modification, termination or cancellation of any contract of insurance secured by Contractor pursuant to this paragraph as soon as Contractor learns of the potential for or existence of, whichever is earlier, any such modification, termination or cancellation.

16. In the event the Contractor is a unit of local government and is a self-insurer for its basic exposures for torts and workmen's compensation liabilities, the provisions of paragraph 15 of the Contract will not be applicable to the Contractor. However, the Contractor shall require its subcontractors under this program, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for property damage, torts, and workmen's compensation liabilities, and further, Contractor shall require all of its subcontractors to hold Contractor harmless.
17. Contractor shall comply with all federal, state and local laws and regulations pertinent to its operation and shall keep in effect any and all licenses, permits, notices and certificates as are required. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation.
18. Any notice to be given hereunder by either party to the other may be affected by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of actual receipt. Mailed notices to the State shall be addressed to the California Department of Aging, 913 "J" Street, Sacramento, California 95811, and mailed notices to Contractor shall be addressed to Contractor at the address indicated by it in its project grant application. Each party may change its address by written notice in accordance with this paragraph.
19. Upon written request to the State, Contractor may be excused from performance hereunder for any period of time attributable to delay caused by inclement weather, earthquake, fire, flood, cloudburst, cyclone or other natural phenomenon of a severe and unusual nature, act of the public enemy, epidemic, quarantine restriction, freight embargo, strike or labor dispute or any other unforeseeable cause beyond the control and without the fault of Contractor. Contractor shall terminate the project only upon receipt of written approval by State and in accordance with procedures and instructions set forth in said notice of approval.
20. State, at its sole discretion, may extend the time for performance of any act by Contractor hereunder by written notice of such extension to Contractor.
21. If, in the sole discretion of the State, conditions arise which warrant the suspension or termination of the project, the State may suspend or terminate project operations hereunder. Such suspension or termination shall be effective upon five (5) days written notice to Contractor of the action being taken, the reason for such action, and any conditions of the suspension or termination. Said notice shall also inform Contractor of its right to appeal such decision to the State and of the procedure for doing so.

Micro Fiched

No federal or State funds shall be used to cover any cost accrued by Contractor during any period of suspension.

The project shall be deemed terminated when its operations have been suspended for more than three consecutive months in any budget year.

Conditions which may warrant suspension or termination include as non-exhaustive examples: Contractor's violation of the terms of this agreement; Contractor's inadequate program performance; or unavailability of resources adequate to complete the program.

Contractor's failure to comply with the terms of any prior agreement with State may, in the sole discretion of the State, be deemed grounds for suspension or termination of this project.

22.

Contractor may appeal any determination, decision, action or nonaction, including suspension or termination (hereinafter collectively referred to as "action"), affecting a Title VII project under this agreement which dispute is not disposed of by agreement within fifteen (15) days after notice of such action by the Regional Manager in writing, in whose area of jurisdiction the Contractor resides. This appeal shall be in writing, in duplicate and shall be addressed to the Chief, Field Operations Division, California Department of Aging, 918 "J" Street, Sacramento, CA 95814. Such appeal shall set forth plainly the action or actions being appealed, the reasons Contractor finds such action unsatisfactory, and a suggested course of action for State. The State representative, Chief of Field Operations Division, CDA, shall reduce his decision to writing and mail or otherwise furnish a copy thereto to the Contractor within fifteen (15) days.

Micro Fiched

The decision of the State representative shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Contractor mails or otherwise furnishes the State a request for either an oral or written hearing, at its option before the Director.

The Director shall set a date for any such hearing not later than 60 days following receipt of the request therefor, at a time and place convenient to the parties. Contractor may, at its own expense and without charging the same against project funds, be represented at such hearing by any representative of its choice not employed by the State. Contractor or its representative shall have the right to present Contractor's views at such hearing which record shall be either phonographic or stenographic.

The Director, or a designee of the Director, preferably having no contact with the project, who hears the appeal, shall make a written decision within 30 days of the close of any hearing held thereon.

Any decision by the Director, or a designee of the Director, in writing, shall constitute the final decision of the Department of Aging.

Unless the Director directs otherwise, no appeal of any action, including suspension or termination, shall operate to stay the effective date of such action.

Contractor, within 90 days after receiving notice of the final decision of the California Department of Aging, may file a petition with the superior court, praying for a review of the record of the entire proceedings in the matter, upon questions of law involved in the case. Such review, if granted, shall be the exclusive remedy available to Contractor for review of CDA's decision.

Micro Fished

23. The State shall retain title to all capital asset equipment, which is purchased wholly or in part with federal or state funds. At termination or completion of the project, Contractor shall dispose of said equipment in accordance with Federal and State procedures. If the equipment is to continue to be used to further the purpose of the Older Americans Act, title to said equipment may be relinquished to the Contractor upon written approval by State of a request by Contractor to transfer ownership of the equipment to Contractor.
24. The State Department of Finance will perform the required audit on this contract for the State. Such audit will be performed at a mutually agreed date among the State, Contractor and the Department of Finance.
25. No later than 90 days prior to the ending date of this contract, Contractor shall provide State with its estimate of the amount of funds which will remain unexpended at the ending date. Upon termination or expiration of this agreement Contractor shall return to the State immediately upon written demand any unencumbered funds provided under this or any other agreement with the State.
26. As used through this agreement, the term "shall", is mandatory; the term, "may", is permissive.

ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF
HEALTH, EDUCATION, AND WELFARE REGULATIONS UNDER
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Economic Opportunity Commission of Yolo County, Inc. (hereinafter
(Name of Subgrantee or Secondary Recipient)
called the Subgrantee) HEREBY AGREES THAT it will comply with
Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all
requirements imposed by, or pursuant to the Regulation of the
Department of Health, Education, and Welfare (45 CFR Part 80)
issued pursuant to that title, to the end that, in accordance
with Title VI of that Act and the Regulation, no person in the
United States shall, on the ground of race, color, or national
origin, be excluded from participation in, be denied the benefits
of, or be otherwise subjected to discrimination under any program
or activity for which the Subgrantee receives Federal financial
assistance from California Department of Aging

assistance from the Department (hereinafter called Grantor); and
HEREBY GIVES ASSURANCE THAT it will immediately take any measures
necessary to effectuate this agreement.

Micro Fished

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Subgrantee by the Grantor, this assurance shall obligate the Subgrantee, or in the case of any transfer of such property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Subgrantee for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Subgrantee for the period during which the Federal financial assistance is extended to it by the Grantor.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Subgrantee by the Grantor, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Subgrantee recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations

and agreements made in this assurance, and that the Grantor or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the subgrantee, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Subgrantee.

X DATED 1-30-79

X County of Yolo for
Economic Opportunity Commission of Yolo;
(Subgrantee) County, Inc.

X BY: Betsy A. Marchand
(President, Chairman of Board, or
comparable authorized official)

X Yolo County Courthouse
P.O. Box 1098
Woodland, California 95695

X (Recipient's mailing address)

X Title Chairman, Board of Supervisors
County of Yolo, State of Calif.

Micro Fiched

APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNSEL

By Elizabeth A. Tully
DEPUTY COUNTY COUNSEL

BD of Super
file

This form provides official notification of the amount of funds awarded under the specified grant, for operations during the specified budget period. (The amounts shown do not include USDA funds.)

Column 9 shows the total amount of grant funds that have been officially awarded to the grantee for the specified budget period. These funds are available to draw against using the Request for Funds form (CDA 86). Column 6 shows the maximum amount of grant funds that the CDA has agreed to provide for the specified budget period, subject to the availability of funds. The difference between Column 6 and Column 9 (if any) is the portion of the Grant Agreement that is not yet available for you to draw against. When these funds become available, you will receive an additional Notification of Grant Funds Awarded adding this additional amount to the funds already awarded.

SIGNATURE OF AUTHORIZING OFFICIAL

DATE _____

TYPE NAME AND TITLE

Catherine D. Arlett, Chief (Administration Division)

STANDARD AGREEMENT

STATE OF CALIFORNIA
STD. 2 (REV. 11/75)APPROVED BY THE
ATTORNEY GENERAL

AGREEMENT NO. 78001829

☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER
☐
☐
☐

THIS AGREEMENT, made and entered into this 22nd day of December, 1978,
in the State of California, by and between State of California, through its duly elected or appointed,
qualified and acting

TITLE OF OFFICER ACTING FOR STATE Director	AGENCY Employment Development Department California State Office of Economic Opportunity	NUMBER 78001829, Am. 3
---	--	---------------------------

hereafter called CSOEO, and

YOLO COUNTY FOR ECONOMIC OPPORTUNITY COMMISSION

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State
hereinafter expressed, does hereby agree to furnish to CSOEO services and materials, as follows:

Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

AMENDMENT NO. 3

Agreement No. 78001829, entered into on January 1, 1978 and amended March 30, 1978 and
June 30, 1978, referencing the U.S. Department of Energy Low-Income Weatherization Assistance
Program, is hereby further amended as follows:

Micro Fished

- The term of this agreement, as set forth in Article 1., is extended from December 31, 1978 through March 31, 1979.
- All other terms and conditions shall remain the same.

APPROVED AS TO FORM

CHARLES R. BLACK
COUNTY CLERKBy *Elyse R. Atchley*
COUNTY COUNSEL

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY Employment Development Department California State Office of Economic Opportunity (AUTHORIZED SIGNATURE)	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.) County of Yolo Economic Opportunity Commission (AUTHORIZED SIGNATURE) <i>Raymond Marchant</i> Chairman, Board of Supervisors P.O. Box 1234 Yolo County Courthouse Yolo, California 95692
TITLE Director - CSOEO	TITLE Chairman, Board of Supervisors
ADDRESS Department of General Services Use ONLY	ADDRESS Yolo County Courthouse

CONTINUED ON _____ SHEETS, EACH BEARING NAME OF CONTRACTOR

Department of General Services Use ONLY	AMOUNT ENCUMBERED	APPROPRIATION	FUND
	S UNENCUMBERED BALANCE	ITEM	CHAPTER
	S ADJ. INCREASING ENCUMBRANCE	FUNCTION	STATUTES
	S ADJ. DECREASING ENCUMBRANCE	LINE ITEM ALLOTMENT	FISCAL YEAR
	S		
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	S.R. NO.
SIGNATURE OF ACCOUNTING OFFICER		DATE	
I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1204 have been complied with and this document is exempt from review by the Department of Finance.			
SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY		DATE	

STANDARD AGREEMENT

STATE OF CALIFORNIA
S.D. 2 (REV. 11/75)APPROVED BY THE
AGENCY GENERAL

AGREEMENT NO. 79-24

☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER
☐

THIS AGREEMENT, made and entered into this 4th day of September, 1978,
in the State of California, by and between State of California, through its duly elected or appointed,
qualified and acting

TITLE OF OFFICER ACTING FOR STATE Director	AGENCY Employment Development Department California State Office of Economic Opportunity	NUMBER 78007418
--	---	---------------------------

hereinafter called CSOEO, and

YOLO COUNTY ECONOMIC OPPORTUNITY COMMISSION

hereinafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State
hereinafter expressed, does hereby agree to furnish CSOEO services and materials, as follows:
(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

WHEREAS, the parties to this agreement desire, pursuant to Section 222(a)(12) of the Economic
Opportunity Act of 1964, as amended, (42 USCA 2809(a)(12)), to implement energy conservation
programs to assist low-income persons, particularly the elderly and handicapped, in order both
to aid those persons least able to afford higher costs of all forms of energy and to conserve
needed energy;

NOW, THEREFORE, the parties hereby agree as follows:

Micro Flashed

APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNSELBy *Elizabeth A. Hall*
COUNTY COUNSEL

The provisions on page 2 constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR	
AGENCY: Employment Development Department California State Office of Economic Opportunity		CONTRACTOR (IF OTHER THAN AN INDIVIDUAL STATE MUST BE A CORPORATION PARTNERSHIP, ETC.) County of Yolo for Economic Opportunity Commission of Yolo County, Inc.	
BY (AUTHORIZED SIGNATURE): [Signature]		BY (AUTHORIZED SIGNATURE): [Signature]	
TITLE Director - CSOEO		TITLE Chairman, Board of Supervisors Yolo County Courthouse P.O. Box 1098 Woodland, California 95695	

CONTINUED ON SHEETS EACH BEARING NAME OF CONTRACTOR

Department of General Services
Use ONLY

AMOUNT ENCUMBERED		APPROPRIATION		FUND	
\$	UNENCUMBERED BALANCE	ITEM	CHAPTER	STATUTES	FISCAL YEAR
\$	ADD INCREASING ENCUMBRANCE	FUNCTION			
\$	ADD DECREASING ENCUMBRANCE	LINE ITEM ALLOTMENT			

I hereby certify upon my own personal knowledge that budgeted funds
are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER

T.R.A. NO.

B.R. NO.

DATE

I hereby certify that all conditions for exemption set forth in State Administration Manual Section 1209
have been complied with and this document is exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY

DATE

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

Micro Fished

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

(Continued on next page)

8. The term of this agreement shall be from September 4, 1978 through September 30, 1979.
9. The total amount payable by CSOEO to Contractor shall not exceed \$ 32,285, as specified in the budget attached hereto as Attachment A, incorporated herein by reference.
10. Contractor may request an initial advance payment of \$ 5,331, ^{Micro Fished} an amount not exceeding its estimated costs for performance during the first two months of this agreement. Thereafter, Contractor shall submit monthly invoices in arrears by the 10th day of the following month. The initial advance to the Contractor shall be limited to the minimum amounts needed for the initial two months and shall be limited to be in accord only with the actual, immediate cash requirements of Contractor in carrying out the purpose of this agreement. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by Contractor for authorized costs under this agreement as set forth in Attachment A. Advances will be liquidated during the last two months of the agreement.
11. Contractor agrees to the following provisions:
- a. Documentation procedures shall be established to ensure that no dwelling unit shall be eligible for weatherization assistance under this agreement unless it is the dwelling of a family unit -
- (1) Whose income is at or below the poverty level set forth below:

<u>Family Size</u>	<u>Non-Farm Family</u>	<u>Farm Family</u>
1	\$ 3,925	\$3,363
2	5,200	4,438
3	6,475	5,513
4	7,750	6,588
5	9,025	7,663
6	10,300	8,738

(For family units with more than 6 members, add \$1,275 for each additional member in a non-farm family, and \$1,075 for each additional member in a farm family.)

Each applicant shall be required to sign a Low-Income Energy Conservation Program Client Intake Form (CSOEO Form #29P).

- b. Contractor shall inspect the dwelling unit of each eligible applicant to determine if the unit is structurally sound and not in need of excessive rehabilitation. If the dwelling unit is ineligible because of the need for extensive repair, the low-income applicant for weatherization assistance should be referred to the local Housing and Community Development organization, U.S. Farmers Housing Administration, housing loan program, etc.

If the applicant can get the necessary repairs accomplished, insulation may be installed as part of that repair work.

- c. Except as provided below, only weatherization materials which meet or exceed the Standard for Weatherization Materials, attached hereto as Attachment B, and incorporated herein by reference, shall be purchased with funds provided under this agreement. Weatherization materials for which standards do not exist in Attachment B may be approved for use in a weatherization project by CSOEO. A weatherization project under this agreement shall include the following for each dwelling weatherized: (1) an OMB No. 38-R0198, Building Weatherization Report, (2) a CSOEO Form #P36, Weatherization Plan Worksheet, plus the approaches to weatherization, including the energy conservation techniques, contained in either

- (3) Project Retro-Tech, utilizing the Project Retro-Tech Job Book, or
- (4) CSA Pamphlet 6143-6, copies of which can be obtained from CSOEO upon request.

d. Priority shall be given to identifying and providing weatherization assistance to elderly and handicapped low-income persons, as specified in Attachment C, attached hereto and incorporated herein by reference.

e. To the maximum extent practicable, Contractor will secure the services of volunteers, training participants and public service employment workers, pursuant to CETA, to work under the supervision of qualified supervisors and foremen.

Micro Fished

f. To the maximum extent practicable, the use of weatherization assistance shall be coordinated with other federal, state, local, or privately funded programs in order to improve thermal efficiency and to conserve energy.

g. No rental dwelling unit shall be weatherized without first obtaining the written permission of the owner of the dwelling unit or his agent and the tenant on a Weatherization Service Agreement -- Rental Units form (CSOEO Form #37P).

h. Allowable expenditures for weatherization materials include only the following costs -

- (1) Purchase of weatherization materials.
- (2) Transportation of weatherization materials, tools, equipment, and work crews to any storage site and to the site of weatherization work.
- (3) Minor adjustments and repair of heating systems or replacement of dangerous heating sources.

- (4) Maintenance, operation, and insurance of vehicles used to transport weatherization materials.
- (5) Reasonable costs of tools and equipment.
- (6) Taxes related to other allowable expenditures for weatherization materials.
- (7) Insurance as specified in Item k.
- (8) Salary and fringe benefits for supervisor/foreman. Individual salary of more than \$15,000 per annum requires a specific waiver from CSOEO/CSA, per OEO Instruction 6903-1. Contractor shall, if such waiver has previously been approved by CSA Region IX, forward a copy of such approval to CSOEO.

Micro Fished

- i. Administrative funds in the amount indicated in Attachment A are provided. (Ref. OEO Instruction 6807-1).
- j. The non-federal share requirements of twenty percent for program account 22, Crisis Intervention, is waived. Any new CSA funds used for program accounts 21, Weatherization; 23, Consumer Education; 24, Transportation; and 25, Alternate Energy, must meet the twenty percent non-federal share requirement. (Ref. CSA Instruction 6143-1a, 6800-6, and CSA Notice 6143-6).
- k. To have in effect and to maintain public liability and property damage insurance, including but not limited to, premises and automobiles, with minimum liability limits of Three Hundred Thousand Dollars (\$300,000) for bodily injury or death of any person, and damage to property of not less than Three Hundred Thousand Dollars (\$300,000) resulting from any occurrence. Said policy shall provide that 30 days' written notice to CSOEO, Employment Development Department, shall be required before cancellation or material change of any of the terms of the policy.

1. No funds under this agreement shall be used for any of the following purposes -
 - (1) To weatherize a dwelling unit which is vacant or designated for acquisition or clearance by a federal, state, or local program within 12 months from the date weatherization of the dwelling unit would be scheduled to be completed.
 - (2) To purchase cosmetic items.
- m. Cost of weatherization materials provided under this agreement shall not exceed \$250 in the case of any dwelling unit. Micro Flashed
- n. The Comptroller General of the United States and his/her designee, the Director, U.S. Community Services Administration and his/her designee, and CSOEO shall have the right to monitor and evaluate energy conservation projects under this agreement through on-site inspections, or through other means, in order to ensure the effective provision of services to low-income persons. The Comptroller General of the United States and his/her designee, the Director, U.S. Community Services Administration and his/her designee, and CSOEO shall have access for the purpose of audit and examination to any of Contractor's books, documents, papers, information, and records of any energy conservation services provided under this agreement.
- o. Contractor shall keep such records as the Community Services Administration (CSA) shall require, including records which fully disclose the amount and disposition of the funds received under this agreement, the total cost of an energy conservation project, the source and amount of funds for such project or program not supplied by the CSA, and such other records as the CSA deems necessary for an effective audit and performance of evaluation. Such record keeping shall be in accordance with OMB

Circular A-102, and the regulations promulgated by the CSA.

- (1) Contractor shall furnish CSOEO with the following reports on a monthly basis, on forms furnished to Contractor by CSOEO:
 - (a) Low-Income Energy Conservation Monthly Report (CSOEO Form #28P)
 - (b) Request for Advance/Reimbursement (CSOEO Form #30P)

Each of these two reports, even if there is no activity to report, will be due no later than the 10th day of the month following the month being reported. (Report "0" if no activity)

Micro Fished

- (c) The CSOEO copies of all Low-Income Energy Conservation Program Client Intake Forms (CSOEO Form #29P)
- (2) Incomplete CSOEO Forms #29P will be returned to Contractor, and reimbursement will be withheld until complete forms are returned.
- (3) Contractor shall submit to CSOEO ten (10) percent of the total number of Building Weatherization Reports, OMB No. 38-R0198, completed during the term of this contract. These reports shall be forwarded, as completed, to CSOEO every 60 days.

A ONE-MONTH DELINQUENCY IN MEETING THESE REPORTING REQUIREMENTS MAY RESULT IN TERMINATION OF THIS AGREEMENT.

- p. The Contractor shall establish a Project Advisory Committee (PAC) if one does not already exist. The PAC shall consist of at least 51 percent poor persons, and shall include representatives of the local governments and other resource agencies within the community served as well as a representative or representatives of the local public/private utility and/or local fuel suppliers. The PAC's functions shall be as set forth in CSA Pamphlet 6143-6 and CSA Instruction 6143-1a (or subsequent issuances).

- q. To include public relations credit to the State of California and the Community Services Administration in all press releases, news conferences, and radio or television presentations pertaining to the activities carried out under this agreement and any subcontract based upon this agreement.
- r. The Contractor shall submit to CSOEO within 120 days after the termination of this contract three copies of an audit report (including financial statements and management letters). Micro Fished
Private Contractors shall secure the services of an independent certified public accountant, or independent public accountant, certified or licensed by the State of California.
Local government or public agency Contractors may substitute the auditing official or official governmental auditing agency which customarily conducts the Contractor's audits.
Audits shall be conducted in conformance with the standards set forth in CSA Manual 2410-1, Audit Guide.
- s. Where Contractor can demonstrate an inability to mobilize the required twenty percent non-federal share, Contractor shall be eligible for consideration for a waiver of that part of the required amount which Contractor cannot provide. Contractor shall use the procedures described in CSA Instruction 6802-5a to document the lack of resources. This documentation shall be submitted to CSOEO for approval processing.
12. Either party may terminate this agreement effective 30 days after written notice to the other party. In such event, Contractor shall be paid for its

actual allowable costs in accordance with the terms of this agreement up to the time the termination notice becomes effective.

13. GENERAL CONDITIONS:

- a. Property. No funds under this agreement may be expended or costs incurred for the purchase of real property except as in accordance with regulations on the acquisition, ownership, and disposition of personal property as set forth in OEO Instruction 7001-01a. Contractor shall submit to CSOEO, for prior approval, all requests for property purchases under this contract.
- b. Discrimination Prohibited. No person in the United States shall on ground of race, color, religion, sex, age, or national origin, be excluded from participation in, be denied the proceeds of, or be subject to discrimination under this agreement. CSOEO and Contractor will comply with the regulations promulgated by the Director of CSA, pursuant to the Civil Rights Act of 1964, and pursuant to the Community Services Act of 1974.
- c. Discrimination in Employment Prohibited. In all hiring or employment made possible by or resulting from this agreement, Contractor (1) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin, and (2) will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, or national origin. This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or

Micro Fiched

termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall comply with all applicable Statutes and Executive Orders on equal employment opportunity and this agreement shall be governed by the provisions of all such Statutes and Executive Orders, including enforcement provisions, as implemented by, but not limited to, CSA directives.

- d. Religious Institutions. Contractor shall ensure that any part of the approved program that is conducted by a church or church-related institution is entirely non-sectarian in content and purpose, and that CSA directives on grants and delegations to churches or church-related institutions are satisfied.

Micro Fished

- e. Patents. Any discovery or invention arising out of or developed in the course of work aided by this agreement shall be promptly and fully reported to the Director of CSA for determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.
- f. Reports, Records and Inspections. Contractor shall submit financial, program progress, evaluation, and other reports as required by CSA directives, and shall maintain such property, personnel, financial and other records and accounts as are deemed necessary by CSA to assure proper accounting for all program funds. Contractor shall permit on-site inspections by CSA representatives, and shall effectively require

employees and board members to furnish such information as, in the judgment of the CSA representatives, may be relevant to a question of compliance with conditions of the agreement and CSA directives, or the effectiveness, legality, and achievement of the program. All agreement records will be made available to the authorized representatives of CSA or the Comptroller General of the United States, and will be retained for three years after the expiration of this agreement unless permission to destroy them is granted by the Director of CSA.

Micro Fished

- g. Covenant Against Contingent Fees. Contractor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this funding action upon an agreement or understanding for commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, CSA shall have the right to require CSOEO to terminate this agreement without liability or, in its discretion, to deduct from the agreement or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek other remedies as may be legally available.
- h. Suspension and Termination. The Director of CSA may, in accordance with published regulations, require CSOEO to suspend or terminate this agreement in whole or in part for cause, which shall include (1) failure or unwillingness of the Contractor to comply with the approved program including attached conditions, with applicable Statutes and Executive Orders, or with such CSA directives as may become generally applicable at any time; (2) submission by Contractor to CSA of reports which are

incorrect or incomplete in any material respect; (3) ineffective or improper use of federal funds by Contractor; (4) making any change which significantly impairs the representative character of the Contractor's policy-making body or the Contractor's capacity to enlist community support; (5) failure of Contractor either to adequately monitor and evaluate program activities delegated to other agencies or to provide effective guidance to such agencies in carrying out the purpose and activities of the portions of the approved program delegated to them. No suspension or termination will affect any expenditure or legally binding commitments made prior to receiving notice if such commitments were made in good faith and not in anticipation of termination and are otherwise allowable. Funds shall not be treated as committed for this purpose solely by virtue of this agreement. Upon suspension or termination, the disposition of unexpended federal funds and property purchased with program funds will be subject to CSA direction.

Micro Fished

- i. Contractor shall submit to CSOEO requests for any desired transfer of funds among program accounts 21 through 25. The requests shall be set forth on the applicable forms in conformance with CSA Instruction 6710-1, change 11.
14. This agreement shall not be effective until signed by both parties and approved by the State of California, Department of General Services.

ATTACHMENT A

Budget

Micro Fished

Contract Total	\$ 32,285	Maximum
Administration (10%) of Total Funding	3,229	Maximum - No Minimum
PA21 Weatherization	24,392	Maximum
PA22 Crisis Intervention	4,664	Maximum
PA23 Consumer Education	-0-	Maximum
PA24 Transportation Projects	-0-	Maximum
PA25 Alternate Energy Projects	-0-	Maximum
Non-Federal Share Required*	-0-	Minimum

*Not applicable to Reprogrammed SECIP or PA22.

ATTACHMENT B RULES AND REGULATIONS

Appendix A--Standards for Weatherization Materials

Insulation--Mineral fiber (Material or product)

(Standards)

Blanket/batt	Conformance to F.S. 1/ HH-1-521E and ASTM C665-70.
Board	Conformance to F.S. HH-1-526C and ASTM C612-70 or C726-72.
Duct material	Conformance to F.S. HH-1-558B.
Loose fill	Conformance to F.S. HH-1-1030A and ASTM C764-73.

Insulation--Mineral cellular:

Aggregate board	Conformance to F.S. HH-1-529B.
Cellular glass	Conformance to F.S. HH-1-551E and ASTM C552-73.
Perlite	Conformance to F.S. HH-1-574A and ASTM C549-73.
Vermiculite	Conformance to F.S. HH-1-585B and ASTM C516-67.

Not commonly
used in CA

R. value too
low for cost
effective use
in some CA
areas

Insulation--Organic fiber:

Type I Cellulose--classes 25 & 50	Conformance to F.S. HH-1-515C and ASTM C739-73 (loose fill).
Cellulose--class 50	Conformance to ASTM C739-73 (loose fill) and fire safety requirements.
Vegetable	Conformance to F.S. HH-1-528B and fire safety requirements.
Board and block	Conformance to F.S. LLL-1-535A and ASTM C208-72 and fire safety requirements.

Micro Fibred

Insulation--Organic cellular:

Polystyrene board	Conformance to F.S. HH-1-524B and ASTM C578-69 and fire safety requirements.
Urethane board	Conformance to F.S. HH-1-530A and ASTM C591-69 and fire safety requirements.
Flexible unicellular	Conformance to F.S. HH-1-573B and ASTM C534-70 and fire safety requirements.

Insulation--Air spaces: Reflective

Storm windows:

Aluminum frame	Equivalent to ANSI A1343-1972.
Wood frame	Conformance to Sec. 3 of NWMA Industry Standard I.S. 2-73.
Rigid vinyl frame	Conformance to NBS Product Standard PS26-70 and performance guarantee.

Frameless plastic glazing

Required minimum thickness, 6 mil (0.006 in.)

Storm doors:

Aluminum	Equivalent to ANSI A134.4-1972.
Wood:	
Pine	Conformance to Sec. 3 of NWMA I.S. 5-73.
Fir, hemlock, spruce	Conformance to Sec. 3 of FHDA/5-75.
Hardwood veneered	Conformance to Sec. 3 of NWMA I.S. 1-73.
Rigid vinyl	Conformance to NBS Product Standard PS26-70 and performance guarantee.

Caulks and sealants

Commercial availability.

Weatherstripping

Do.

Vapor barriers

Conformance to ASTM C755-73.

Clock thermostats

Commercial availability.

NOTES

- 1/ I.S. means federal specifications as cited, copies of which may be obtained from Specifications Sales, Building 197, Washington Naval Yard, General Services Administration, Washington, D.C. 20407.
- 2/ For fire safety requirements, see Sec. 2.1.3.1 of NBSIR 75-795 which may be obtained from DOE.

(FR Doc. 77-15515 Filed 5-31-77; 8:43 am)

- * Standards for California as recommended by CGIA and the Energy Commission. Each bag must be identified with an Underwriters Laboratory label.

(Federal Register, Vol. 42, No. 105--Wednesday, June 1, 1977)

ATTACHMENT C

Agency Goals

Priority Populations to be Served

Micro Fished

	Number	Percent
Total Houses to be Weatherized	<u>40</u>	<u>100</u>
Elderly	<u>20</u>	<u>50</u>
Handicapped	<u>2</u>	<u>5</u>

Persons/Households to be Assisted

	Persons	OR	Households
PA22 Crisis Intervention	<u>53</u>		<u> </u>
PA23 Consumer Education	<u>-0-</u>		<u> </u>
PA24 Transportation Projects	<u>-0-</u>		<u> </u>
PA25 Alternate Energy Projects			<u>-0-</u>

YOLO COUNTY AGREEMENT NO. 79-25

STANDARD AGREEMENT —

APPROVED BY ATTORNEY GENERAL

STATE OF CALIFORNIA

1979

THIS AGREEMENT, made and entered into this 15 day of February, 1979, by and between State of California, through its duly elected or appointed, qualified and acting

- ☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER
☐

OFFICE OF OFFICER ACTING FOR STATE

AGENCY

EXECUTIVE DIRECTOR

OFFICE OF CRIMINAL JUSTICE PLANNING

CONTRACT NO.

A-4121-1-78

Contract called the State, and

Debra Conley Kirkland, Chairman, Yolo County Board of Supervisors

COUP No

A-4121-1

Contract called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the state hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

1. For service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.

Micro Fished

GRANT AWARD A-4121-1-78

BETWEEN THE PARTIES HERETO IS HEREBY AMENDED

TO CHANGE THE EXPIRATION DATE OF THE PROJECT FROM May 15, 1979 March 15, 1979

TO November 15, 1979 ALL OTHER PROVISIONS OF THIS CONTRACT REMAIN AS

PREVIOUSLY AGREED UPON.

FILED

JUL 15 1980

PETER MCNAMEE, Clerk
By DEBRA CONLEY KIRKLAND
DEPUTY

Approved as to form

Dated

County Council of Yolo County

The provisions on the reverse side hereof constitute a part of this agreement.

WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA

CONTRACTOR

OFFICE OF CRIMINAL JUSTICE PLANNING

AUTHORIZED SIGNATURE

EXECUTIVE DIRECTOR

CONTRACTOR (If other than an individual, state whether a corporation, partnership, etc.)

YOLO COUNTY

BY AUTHORIZED SIGNATURE

Debra Conley Kirkland

TITLE

Chairman, Yolo County Board of Supervisors

ADDRESS

207 Courthouse, Woodland, CA 95695

ISSUED ON 30 SHEETS, EACH BEARING NAME OF CONTRACTOR

Do Not Write in This Space

AMOUNT OF THIS ESTIMATE		APPROPRIATION		FUND	
1 No additional funds required					
UNENCUMBERED BALANCE	ITEM	CHAPTER	STATUTES	FISCAL YEAR	
3					
ADD. INCREASING ENCUM. BALANCE	FUNCTION				
3					
ADD. DECREASING ENCUM. BALANCE	LINE ITEM ALLOTMENT				
1					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. NO.	S.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER			DATE		
<u>Debra Conley Kirkland</u>			MAR 27 1979		
I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1001.15 have been complied with and this document is exempt from review by the Department of Finance.					
SIGNATURE OF OFFICIAL AUTHORIZING EXPENDITURE OF THE AGENCY			DATE		
<u>DOUGLAS R. CUMMINGS</u>					

EXEMPT FROM DEPARTMENT
OF GENERAL SERVICES APPROVAL
PURSUANT TO SECTION 1006
OF THE STATE ADMINISTRATIVE MANUAL.

GRANT AWARD MODIFICATION

OCJP-223 (9/74)

REC'D APR 2 1979

Micro Fished

SUBGRANTEE YOLO COUNTY				PROJECT NO. 4121	AWARD NO. A-4121-1-78	TYPE(S) OF MODIFICATION ☒ AMENDMENTS TO AWARD ☐ EXT. OF LIQUIDATION PERIOD ☐ SOLE SOURCE ☐ EQUIPMENT ☐ BUDGET REVISION ☐ OTHER			
PROJECT TITLE CAREER CRIMINAL PROGRAM				MODIFICATION NO. 1	PL. AMEND. NO.				
EXISTING GRANT DATES FROM 9-1-78 TO 5-30-79				REG/STATE AGENCY 201 - INITIAL	REPORTS-INITIAL				
BUDGET CATEGORY	CURRENT ALLOCATION			PROPOSED CHANGE			REVISED ALLOCATION		
	GRANT FUNDS	MATCH FUNDS		GRANT FUNDS	MATCH FUNDS		GRANT FUNDS	MATCH FUNDS	
		STATE	*LOCAL		STATE	*LOCAL		STATE	*LOCAL
A. PERSONAL SERVICES									
B. EMPLOYEE BENEFITS									
C. TRAVEL									
D. CONSULTING SERVICES									
E. CONSTRUCTION									
F. OPERATING EXPENSES									
G. EQUIPMENT									
TOTALS									

* INDICATES: C = CASH MATCH AND/OR S = SOFT MATCH

MODIFICATION OF MODIFICATION (ATTACH ADDITIONAL PAGES AS NECESSARY)

To modify award period to March 15, 1979 to November 15, 1979

Justification: Grant not approved until 11-21-78 - needed approval of Yolo County Board of Supervisors to modify period and begin implementation; received such approval on 1/22/79. Need to administratively implement program, such implementation will be done by 3/15/79.

PROJECT FINANCIAL OFFICER SIGNATURE # Bennis		DATE 1/31/79	PROJECT DIRECTOR SIGNATURE [Signature]		DATE 1-25-79	OCJP USE ONLY		DATE
REGIONAL	☐ DISAPPROVAL ☐ APPROVAL		REGIONAL PLANNING DIRECTOR SIGNATURE		DATE	OCJP ANALYSIS COMPLETE		
OCJP USE ONLY						FORWARDED TO LEAA		
PROGRAM	☐ DISAPPROVAL ☐ APPROVAL		REGIONAL SUPPORT		DATE	RECEIVED FROM LEAA		
FISCAL	☐ DISAPPROVAL ☐ APPROVAL		GRANTS MANAGEMENT		DATE	APPROVED BY LEAA		

COUNTY OF YOLO

Subgrant Signature Sheet

Title VI - Projects

Agreement/
Subgrant No. 79-26

Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee
California Wilderness Coalition

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the California Wilderness Coalition hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

Program

Public Lands and Resources Education Project

Address

P. O. Box 429

City

Davis, CA

Program Director

Dennis C. Coules

RECEIVED

MAR 21 1979

PETER McNAMEE, Clerk

By

Deputy

Phone

(916) 758-0380

Micro Fiched

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on February 15, 1979

The term of the SUBGRANT shall end on February 14, 1980

The total amount of the SUBGRANT is \$8860.00

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

By Signature

James A. Eaton 3/5/79

Name and Title

Date

James A. Eaton, Member
CWC Board of Directors

Betsy A. Marchand

Name and Title

Date

Betsy A. Marchand, Chairman
Yolo County Board of Supervisors

FEB 13 1979

Type name and Title of Authorized Officer

1 SUBGRANT

2 COUNTY OF YOLO

3 This SUBGRANT dated this 15th day of February,
4 1979, by and between the County of Yolo, a political subdivision,
5 hereinafter called Prime Sponsor or County, and the California
6 Wilderness Coalition hereinafter called SUBGRANTEE.

7 W I T N E S S E T H:

8 Recitals

Micro Fished

- 9 1. County of Yolo is a Prime Sponsor within the meaning of the
10 Comprehensive Employment and Training Act of 1973, as amended
11 (PL 93-203 and PL 93-567), hereinafter referred to as CETA
12 and as such by Code of Federal Regulations is charged with the
13 basic responsibilities of a Prime Sponsor and the parts and
14 sections of CETA referred to therein, which provides as follows:
- 15 (a) Compliance with plans and assurances.
 - 16 (b) Compliance with Part 98 of the Regulations.
 - 17 (c) Establish priorities for receipt of assistance authorized
18 under the Act taking into account the priorities identi-
19 fied by the Secretary and the significant segments repre-
20 sented among the economically disadvantaged, unemployed,
21 and underemployed residing within the jurisdiction.
 - 22 (d) Designing program operating activities which are to the
23 maximum extent feasible, consistent with every partici-
24 pant's fullest capabilities and will lead to employment
25 opportunities enabling every participant to become
26 economically self-sufficient, and will contribute to the

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as
3 determined by PRIME SPONSOR perform the services described in
4 the attachments listed above under Subgrant which are subject
5 to all the terms, conditions, and assurances of this SUBGRANT.

6 3. Term

Micro Fished

7 The term of this SUBGRANT shall begin February 15, 1979,
8 and shall end February 14, 1980, as set forth in the
9 Signature Sheet. Grant funds may not, without advance written
10 approval by PRIME SPONSOR, be obligated before the beginning
11 of the term or after the ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and
14 necessary costs incurred in the performance of this contract
15 in accordance with the following:

16 (a) Total Reimbursement shall not exceed the amount of
17 \$ 8860.00, as set forth on Signature Sheet.

18 (b) Payment of costs incurred in the performance of this
19 contract shall be paid on the basis of an approved
20 monthly claim as follows:

21 (1) Within ten (10) days following the completion of
22 each calendar month SUBGRANTEE shall submit to
23 PRIME SPONSOR a claim itemizing all expenditures
24 made pursuant to this subgrant during the preceding
25 month.

26 (2) The County Administrative Officer of PRIME SPONSOR,

1 SUBGRANTEE that PRIME SPONSOR has made applications to the
2 United States Department of Labor for a grant of funds
3 under the Comprehensive Employment and Training Act of
4 1973, as amended, for the purpose of funding services
5 under this contract and that PRIME SPONSOR is not
6 obligated to provide funds to SUBGRANTEE and SUBGRANTEE
7 is not obligated to provide services under the contract
8 until such funds are available to PRIME SPONSOR by the
9 Department of Labor. Micro Fished

- 10 (e) Approved claims shall be paid only from funds granted to
11 PRIME SPONSOR by the U. S. Department of Labor.

12 5. Records, Audit, Inspection

13 (a) Establishment and Maintenance of Records

14 The SUBGRANTEE shall maintain records, including but not
15 limited to books, financial records, supporting docu-
16 ments, statistical records, personnel; property and all
17 other pertinent records sufficient to reflect properly,

18 (a) all direct and indirect costs whatsoever nature
19 claimed to have been incurred and anticipated to be con-
20 current to perform this contract, and (b) all other
21 matters covered by this SUBGRANT for which the mainten-
22 ance and retention of records is required by law,
23 including but not limited to U.S. OMB Circulars No.
24 A-87 and No. A-102, and regulations of the U.S. Department
25 of Labor, including but not limited to 29 CFR & 98.18.
26 The obligation to maintain and preserve records shall not

1 SUBGRANT

2 COUNTY OF YOLO

3 This SUBGRANT dated this 15th day of February,
4 1979, by and between the County of Yolo, a political subdivision,
5 hereinafter called Prime Sponsor or County, and the California
6 Wilderness Coalition hereinafter called SUBGRANTEE.

7 W I T N E S S E T H:

Micro Fished

8 Recitals

- 9 1. County of Yolo is a Prime Sponsor within the meaning of the
10 Comprehensive Employment and Training Act of 1973, as amended
11 (PL 93-203 and PL 93-567), hereinafter referred to as CETA
12 and as such by Code of Federal Regulations is charged with the
13 basic responsibilities of a Prime Sponsor and the parts and
14 sections of CETA referred to therein, which provides as follows:
- 15 (a) Compliance with plans and assurances.
 - 16 (b) Compliance with Part 98 of the Regulations.
 - 17 (c) Establish priorities for receipt of assistance authorized
18 under the Act taking into account the priorities identi-
19 fied by the Secretary and the significant segments repre-
20 sented among the economically disadvantaged, unemployed,
21 and underemployed residing within the jurisdiction.
 - 22 (d) Designing program operating activities which are to the
23 maximum extent feasible, consistent with every partici-
24 pant's fullest capabilities and will lead to employment
25 opportunities enabling every participant to become
26 economically self-sufficient, and will contribute to the

1 occupational development or upward mobility of every
2 participant (Secs. 101 and 703 (9).

- 3 (e) Advising all participants of their rights and responsi-
4 bilities prior to entering the program and granting the
5 opportunity for an informal hearing as provided in §98.26;
6 and
7 (f) Making maximum efforts to achieve the provisions of the
8 plan.

9 Micro Fished

2. California Wilderness Coalition is by virtue
of this agreement a SUBGRANTEE of County under CETA, within
the jurisdiction of County, and desires to operate a program
strictly in accordance with that statute and this SUBGRANT.

13 Agreements

14 1. Subgrant

15 This SUBGRANT sets forth the terms and conditions of a SUBGRANT
16 between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists
17 of the following:

- 18 (a) This SUBGRANT.
19 (b) Signature Sheet.
20 (c) Assurances and Certification.
21 (d) Project Abstract
22 (e) CETA Budget Page
23 (f) CETA Position Listing
24 (g) Program Operations Handbook
25 (h)
26 (i)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as
3 determined by PRIME SPONSOR perform the services described in
4 the attachments listed above under Subgrant which are subject
5 to all the terms, conditions, and assurances of this SUBGRANT.

6 3. Term

Micro Fished

7 The term of this SUBGRANT shall begin February 15, 1979,
8 and shall end February 14, 1980, as set forth in the
9 Signature Sheet. Grant funds may not, without advance written
10 approval by PRIME SPONSOR, be obligated before the beginning
11 of the term or after the ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and
14 necessary costs incurred in the performance of this contract
15 in accordance with the following:

16 (a) Total Reimbursement shall not exceed the amount of
17 \$ 8860.00, as set forth on Signature Sheet.

18 (b) Payment of costs incurred in the performance of this
19 contract shall be paid on the basis of an approved
20 monthly claim as follows:

21 (1) Within ten (10) days following the completion of
22 each calendar month SUBGRANTEE shall submit to
23 PRIME SPONSOR a claim itemizing all expenditures
24 made pursuant to this subgrant during the preceding
25 month.

26 (2) The County Administrative Officer of PRIME SPONSOR,

1 or his designee, shall review that claim, may review
2 the records, books of account, trial balance and
3 vouchers of SUBGRANTEE, and shall approve the claim
4 to the extent that SUBGRANTEE has incurred reasonable
5 and necessary costs pursuant to this subgrant,
6 including the Budget Schedules attached hereto.

- 7 (3) To the extent permitted by the Federal Government,
8 the County Administrative Officer or his designee
9 may approve in advance of working capital to SUB-
10 GRANTEE. Each advance of working capital shall be
11 made on application in writing by SUBGRANTEE. Each
12 approval shall be in writing and shall set forth
13 the terms for repayment. Repayment shall be offset
14 against amounts payable on monthly claims. The
15 terms of repayment may be modified by written order
16 of the County Administrative Officer or his designee.
17 Upon termination of this subgrant any unpaid advances
18 shall be offset against any remaining payments to
19 SUBGRANTEE. Any advances exceeding remaining pay-
20 ments shall be repaid to PRIME SPONSOR immediately.

- 21 (c) Reasonable and necessary costs shall be determined by
22 PRIME SPONSOR in accordance with the requirements of the
23 United States Department of Labor and the United States
24 OMB, Circulars A-87 and A-102, and any additional
25 requirements or procedures established by PRIME SPONSOR.
26 (d) It is expressly understood by PRIME SPONSOR and

Micro Fished

1 SUBGRANTEE that PRIME SPONSOR has made applications to the
2 United States Department of Labor for a grant of funds
3 under the Comprehensive Employment and Training Act of
4 1973, as amended, for the purpose of funding services
5 under this contract and that PRIME SPONSOR is not
6 obligated to provide funds to SUBGRANTEE and SUBGRANTEE
7 is not obligated to provide services under the contract
8 until such funds are available to PRIME SPONSOR by the
9 Department of Labor. Micro Fished

- 10 (e) Approved claims shall be paid only from funds granted to
11 PRIME SPONSOR by the U. S. Department of Labor.

12 5. Records, Audit, Inspection

13 (a) Establishment and Maintenance of Records

14 The SUBGRANTEE shall maintain records, including but not
15 limited to books, financial records, supporting docu-
16 ments, statistical records, personnel; property and all
17 other pertinent records sufficient to reflect properly,

18 (a) all direct and indirect costs whatsoever nature
19 claimed to have been incurred and anticipated to be con-
20 current to perform this contract, and (b) all other
21 matters covered by this SUBGRANT for which the mainten-
22 ance and retention of records is required by law,
23 including but not limited to U.S. OMB Circulars No.
24 A-87 and No. A-102, and regulations of the U.S. Department
25 of Labor, including but not limited to 29 CFR & 98.18.
26 The obligation to maintain and preserve records shall not

1 be diminished by any instructions or advice given by
2 PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable
3 written reports to PRIME SPONSOR.

4 (b) Preservation of Records

5 SUBGRANTEE shall preserve and make available its records
6 related to this SUBGRANT (a) until the expiration of
7 three (3) years from the date of final payment to
8 SUBGRANTEE under this SUBGRANT (b) for such longer period,
9 if any, as required by applicable law.

10 If this SUBGRANT is terminated, the records
11 relating to this SUBGRANT shall be preserved
12 and made available for a period of three (3)
13 years from the date of any resulting final
14 settlement.

15 (c) Accounting by SUBGRANTEE

16 SUBGRANTEE shall establish and maintain at all times, on
17 a current basis in conjunction with the Program, an
18 adequate accrued accounting system covering all costs,
19 items and expenditures with respect to the Program, in
20 accordance with generally accepted accounting principles
21 and standards, and in accordance with requirements of the
22 Federal Government and any PRIME SPONSOR requirements as
23 set forth in the SUBGRANTEES' Fiscal Activities Manual.

24 (d) Examination of Records and Facilities

25 At any time during normal business hours, PRIME SPONSOR
26 or duly authorized representative thereof, shall until

Micro Filled

1 expiration of three (3) years after final payment under
2 this SUBGRANT have access to and the right to examine its
3 offices, and facilities engaged in performance of this
4 SUBGRANT and all its records with respect to all matters
5 covered by this SUBGRANT, including the right to audit,
6 examine and make excerpts of transcripts and from such
7 records to make audit of all contracts and subcontracts,
8 invoices, payrolls, records or personnel conditions of
9 employment, material and all other data relating to
10 matters covered by the SUBGRANT.

Micro Fished

11 (e) Documentation of Cost

12 All cost shall be supported by properly executed payrolls,
13 time records, invoices, contracts, or vouchers or other
14 official documentation evidencing in proper detail the
15 nature of propriety of the charge. All checks, payrolls,
16 accounting documents, pertaining in whole or part of this
17 contract shall be clearly identified and readily
18 accessible.

19 6. Suspension of Disallowance of Payments

20 PRIME SPONSOR may at any time elect to offset against, suspend,
21 or disallow payment to SUBGRANTEE in whole or part or to de-
22 mand repayment under this agreement in the event of any of the
23 following occurrences, to wit:

- 24 (a) If SUBGRANTEE (with knowledge) shall have made any mis-
25 representation of any nature with respect to any
26 information or data furnished to PRIME SPONSOR in

1 connection with Program.

- 2 (b) If SUBGRANTEE is in default under any provisions of this
3 agreement.
- 4 (c) If SUBGRANTEE maintains a pattern of discrimination.
- 5 (d) If SUBGRANTEE incurs unreasonable administrative costs
6 in the conduct of activities and program.
- 7 (e) If the SUBGRANTEE fails to comply with any other terms
8 and conditions of this SUBGRANT.
- 9 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports
10 which are incorrect or incomplete in any material
11 respect.

12 7. Termination of SUBGRANT

13 (a) With Cause

14 PRIME SPONSOR may terminate the SUBGRANT in the following
15 instances by giving written notice to the SUBGRANTEE at
16 least five (5) days prior to the effective termination
17 date stated in the notice:

- 18 (1) If through any cause SUBGRANTEE shall fail to ful-
19 fill in timely and proper manner its obligations
20 under this Agreement.
- 21 (2) If SUBGRANTEE shall violate any of the covenants
22 or stipulations of this Agreement.
- 23 (3) If the grant from the U. S. Department of Labor
24 under which this Agreement is made is terminated.
- 25 (4) If SUBGRANTEE is unable or unwilling to comply with
26 such additional conditions as may be lawfully applied

1 by the U. S. Department of Labor to the grant under
2 which this Agreement is made. SUBGRANTEE shall not
3 be relieved of liability to PRIME SPONSOR for
4 damages sustained by PRIME SPONSOR by virtue of
5 any breach of the Agreement by SUBGRANTEE and PRIME
6 SPONSOR may withhold any reimbursement to SUBGRANTEE
7 for the purposes of setoff until such time as the
8 exact amount of damages due PRIME SPONSOR from
9 SUBGRANTEE is agreed upon or otherwise determined.

10 (b) Without Cause

Micro Fished

11 PRIME SPONSOR may terminate this SUBGRANT at any time by
12 giving written notice to SUBGRANTEE of such termination
13 and specifying the effective date thereof, at least 30
14 days before the effective date of such termination. If
15 the SUBGRANT is terminated by PRIME SPONSOR as provided
16 herein, SUBGRANTEE will be paid an amount which the same
17 ratio to the total compensation as the services actually
18 performed bear to the total services of SUBGRANTEE
19 covered by this SUBGRANT, less payments of compensation
20 previously made.

21 8. Severability of Provisions

22 If any provisions of this SUBGRANT are held invalid, the re-
23 mainder of this SUBGRANT shall not be affected thereby, in
24 such remainder would then continue to conform to terms and
25 requirements of applicable law.

26 ///

1 9. Exculpatory Clause

2 SUBGRANTEE shall indemnify and hold harmless and defend PRIME
3 SPONSOR, its officers, employees and agents from and against
4 all claims, losses, liabilities, or damages, including attorney
5 fees, arising out of or resulting from the performance of this
6 Agreement, caused in whole or in part by any negligent act or
7 omission of SUBGRANTEE or anyone directly or indirectly
8 employed by SUBGRANTEE, regardless of whether or not it is
9 caused in part by a party indemnified hereunder.

10 10. Legal Relationship

11 (a) It is herein understood and agreed that SUBGRANTEE is an
12 independent contractor and that no relationship of
13 employer-employee exists between the parties hereto.
14 That SUBGRANTEE shall not be entitled to any benefits
15 available to employees of PRIME SPONSOR. That PRIME
16 SPONSOR is not required to make any deductions from the
17 compensation payable to SUBGRANTEE under the provisions
18 of this Agreement; that as an independent contractor,
19 SUBGRANTEE thereby holds PRIME SPONSOR harmless from any
20 and all claims that may be made against PRIME SPONSOR
21 based upon any contention by any third party that an
22 employer-employee relationship exists by reason of this
23 Agreement.

24 (b) It is further understood and agreed by the parties hereto
25 that SUBGRANTEE in the performance of its obligations
26 hereunder is subject to the control or direction of PRIME

SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed and not as to the means and methods for accomplishing the result.

(c) If, in the performance of this Agreement, any third persons are employed as employees of SUBGRANTEE, such persons shall be employed by and shall be entirely and exclusively under direction, supervision and control of Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

Micro Fished

11. Monthly Report

SUBGRANTEE shall be responsible for filing monthly reports with PRIME SPONSOR. Each report shall be made on forms approved by PRIME SPONSOR and shall contain all data and information concerning both quality and quantity of program performance required by PRIME SPONSOR. Each report shall set forth the extent to which the Program Performance Goals have been met and shall explain in detail the reasons any such plans have not been met. Each report shall set forth the extent expenditures exceed a prorata portion of the entire

1 budget category for the term of this program and shall explain
2 in detail the reasons for such excess.

3 12. Procedures for Corrective Action

- 4 (a) Whenever the County Administrative Officer of PRIME
5 SPONSOR determines in the manner set forth herein that
6 SUBGRANTEE has failed to comply with any provision of
7 this SUBGRANT, the County Administraive Officer may
8 order corrective action.
- 9 (b) Before making such an order, the County Administrative
10 Officer or his designee shall give SUBGRANTEE ten (10)
11 days' written notice setting forth the nature of SUB-
12 GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE
13 and its officers or responsible employees may have an
14 opportunity to meet with the County Administrative
15 Officer or PRIME SPONSOR or his designee for the purposes
16 of considering the need for and nature of corrective
17 action.
- 18 (c) An order for corrective action shall be in writing and
19 shall set forth specific directions for corrective action,
20 a detailed timetable for implementing the specific
21 directions for reporting to PRIME SPONSOR as to
22 implementation. The order shall be served on SUBGRANTEE.
- 23 (d) If SUBGRANTEE shall fail to implement an order for
24 corrective action, or if it shall fail to do so within
25 the timetable set for implementation, the County
26 Administrative Officer of the PRIME SPONSOR may recommend

1 that the Governing Body suspend payments hereunder or
2 terminate this SUBGRANT.

- 3 (e) If SUBGRANTEE shall fail to comply with the administrative
4 requirements of this SUBGRANT, such as those requiring
5 the timely submission of all periodic reports, and if
6 such failure shall not be suggestive of other apparent
7 misfeasance, malfeasance, or nonfeasance, the County
8 Administrative Officer shall be empowered, without con-
9 sultation with the Governing Body, to suspend or delay
10 any and all payments under this SUBGRANT until such
11 failure is rectified.

Micro Fished

12 13. Property

- 13 (a) Any property acquired by SUBGRANTEE pursuant to this
14 Agreement shall be governed by the provisions of
15 Attachment N of OMB Circular No. A-102 and SUBGRANTEE
16 shall be subject to the obligations of grantee set
17 forth therein, and as between PRIME SPONSOR and SUB-
18 GRANTEE, PRIME SPONSOR shall have all the rights of
19 grantee agency set forth therein. Generally it is
20 expected that grant property will be retained and used
21 throughout its useful life in the grant program for
22 which it was acquired or if that program is terminated,
23 or if the property is no longer needed in the program,
24 in any other similar program of SUBGRANTEE, or PRIME
25 SPONSOR.
26 (b) The SUBGRANTEE'S Property Standards of Non-Expendable

1 Personal Property shall include the following procedural
2 requirements:

- 3 (1) Property records shall be maintained accurately and
4 provided for: A description of the property, manu-
5 facturer's serial number or other identification
6 number, acquisition data and cost, source of the
7 property, use and condition of property.
- 8 (2) Physical inventory of property shall be taken and
9 the result reconciled with the property records
10 at least once a year to verify the existence,
11 current utilization, and continued need for property.
- 12 (3) Adequate maintenance procedures shall be implemented
13 to keep property in good condition.
- 14 (4) A control system shall be in effect to insure
15 adequate safeguards to prevent loss, damage, or
16 theft to property. Any loss, damage or theft of
17 non-expendable properties shall be investigated
18 and fully documented.

19 14. Contingent Fee

20 SUBGRANTEE warrants that no person, selling agency or other
21 organization has been employed or retained to solicit or
22 secure this agreement upon an agreement or understanding for
23 commission, percentage, brokerage, or contingency fee. For
24 breach or violation of this covenant the PRIME SPONSOR shall
25 have the right to annul this agreement without liability or,
26 at its discretion, to deduct from the compensation or otherwise

1 recover, the full amount of such commission, percentage,
2 brokerage, or contingency fee.

3 15. Laws

4 SUBGRANTEE shall comply with all the applicable laws, decisions,
5 statutes, regulations and ordinances of the United States,
6 the State of California, and local governments.

7 16. Rights

Micro Fished

8 SUBGRANTEE agrees to and does hereby grant to the Federal
9 Government a royalty-free, non-exclusive and irrevocable
10 license throughout the world of government purposes to publish,
11 translate, reproduce, and otherwise use and dispose of, and to
12 authorize others to do so, all data, including reports,
13 patents, copyrights, drawings, blueprints, and technical
14 information resulting from the performance of the work under
15 this SUBGRANT. SUBGRANTEE will not include copyrighted
16 matter in the material furnished under this agreement without
17 written permission from the copyright owner. The SUBGRANTEE
18 further agrees that in the performance of this SUBGRANT no
19 person having interest that would conflict with the performance
20 of this SUBGRANT shall be employed.

21 17. Right to Reuse

22 If, under the provisions of this SUBGRANT, SUBGRANTEE develops
23 any systems analysis products, models, electronic data
24 processing systems, software and related services, SUBGRANTEE
25 agrees that the methods, materials, logic, and systems
26 developed pursuant to this SUBGRANT shall be the property of

1 PRIME SPONSOR, and be used as PRIME SPONSOR sees fit,
2 including the right to reuse and publish the same without
3 limitation.

4 18. Personnel

5 (a) SUBGRANTEE represents that he has, or will secure at his
6 own expense, all personnel required in performing the
7 services under this SUBGRANT. Such personnel shall not
8 be employees of or have any contractual relationship
Micro Fished 9 with PRIME SPONSOR.

10 (b) All of the services hereunder will be performed by
11 SUBGRANTEE or under his/her supervision, and all personnel
12 engaged in the work shall be fully qualified and shall be
13 authorized under State and local law to perform such
14 services.

15 (c) None of the work or services covered by this SUBGRANT
16 shall be subcontracted without the prior written approval
17 of PRIME SPONSOR.

18 (d) SUBGRANTEE may not terminate, layoff, or reduce the
19 working hours of an employee in anticipation of hiring
20 an individual with funds available under Title VI. In
21 addition, no participant shall be used to fill positions
22 or provide services normally provided by temporary,
23 part-time, or seasonal workers or contracted out, or to
24 fill full-time vacancies. SUBGRANTEE shall not hire any
25 person into any job funded under Title VI when any other
26 person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

21. Waiver

Micro Fiched

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

///

1 25. Nepotism

2 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall
3 hire, or cause or allow to be hired, a person into an
4 administrative capacity, staff position or public service
5 employment position funded under CETA, if a member of his or
6 her immediate family is employed in an administrative capacity
7 for the PRIME SPONSOR, SUBGRANTEE or any employing contractor.
8 However, where a state or local statute regarding nepotism
Micro Punched 9 exists which is more restrictive than the policy, the eligible
10 applicant should follow the State or local statute in lieu of
11 the policy.

12 (a) The term "member of the immediate family" includes: wife,
13 husband, son, daughter, mother, father, brother,
14 brother-in-law, sister, sister-in-law, father-in-law,
15 mother-in-law, aunt, uncle, niece, nephew, step-parent,
16 and step-child.

17 (b) The term "Administrative capacity" includes those persons
18 who have overall administrative responsibility for a
19 program, including all elected and appointed officials
20 who have any responsibility for the obtaining of and/or
21 approval of any grant funded under the Act, such as
22 members of the PRIME SPONSOR Planning Council, other
23 officials who have an influence or control over the
24 administration of the program, as set forth in 29 CFR §
25 98.22(b)(3).

26 (c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

Micro Fished

27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

1 SPONSOR shall receive a statement from the chief Fiscal
2 Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring
3 PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE
4 handling funds receive from PRIME SPONSOR for disbursement
5 under this agreement are covered by a fidelity bond in an
6 amount and manner consistent with the coverage deemed
7 necessary by PRIME SPONSOR. If the bond is cancelled or
8 reduced, the SUBGRANTEE shall immediately notify the PRIME
9 SPONSOR. In that event the PRIME SPONSOR shall not make any
10 further disbursements to SUBGRANTEE until it is assured that
11 the coverage initially approved by PRIME SPONSOR has been
12 reinstated.

13 29. Insurance

14 SUBGRANTEE shall maintain an insurance plan for general
15 liability, as prescribed by PRIME SPONSOR.

16 30. Entire Agreement Modifications

17 This agreement constitutes the entire agreement between the
18 parties hereto for services furnished pursuant to this
19 agreement. This agreement may be modified, altered, or
20 revised only upon the written consent of both parties hereto.

21 31. Notices

22 All notices to be given SUBGRANTEE may be given by deposit
23 in the United States mail, postage prepaid, addressed to
24 SUBGRANTEE at the address set forth on the Signature Sheet.
25 WHEREFORE, the parties have executed this SUBGRANT

26 No. 79-26.

COUNTY OF YOLO, PRIME SPONSOR

Betsy G. Marchant
(Signature of Authorized Officer)

FEB 13 1979

Chairman - Yolo County Board of Supervisors
(Title of Authorized Officer)

Micro Fished

California Wilderness Coalition
(Legal Name of SUBGRANTEE)

James A. Baker
(Signature of Authorized Officer)

3/9/ 1979 Member-CWC Board of Directors
(Title of Authorized Officer)

(Corporate Seal)

///

///

///

///

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

Micro Fished

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).

e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)). Micro Fished

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

Micro Fished

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

Micro Fished :

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

b. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that:

- 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities;
- 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and
- 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

Micro Fished

B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a) (1) (D)).

2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a) (6)).

3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).

4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a) (7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

Micro Filled

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c) (4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate exceeds except where exempt under section 604 of the Act (sections 205(c) (6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c) (7)).

Micro Fiched

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c) (8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c) (9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c) (17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c) (18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c) (19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c) (21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a) (1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c) (22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c) (23)).

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205 (c) (24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c) (24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

Micro Fiched

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c) (3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

Micro Fiched

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

B. A. Marchand
(Signature of Authorized Officer)
FEB 13 1979

Micro Ticked

Chairman - Yolo County Board of Supervisors
(Title of Authorized Officer)

California Wilderness Coalition
(Legal Name of Subgrantee)

March 9 1979

James A. Esten
(Signature of Authorized Officer)

Member-CWC Board of Directors
(Title of Authorized Officer)

YOLO COUNTY EMPLOYMENT AND TRAINING ADMINISTRATION
 Room 102, Yolo County Courthouse, Woodland, California 95695

CETA TITLE VI OPERATING BUDGET

PROJECTS

☒ ORIGINAL ☐ REVISION NO. _____

DATE February 15, 1979

Subgrantee Name and Address:

Contact Person David Brown

California Wilderness Coalition

Phone 758-0380

Contract No. _____

P. O. Box 429

Period: From 2-15-79 To 2-14-80

Davis, CA 95616

Program Name Public Lands and Resources Education
 Project Micro Fished

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
FEB.			738					
MAR.			738					
APR.			738					
MAY			738					
JUNE			738					
JULY			738					
AUG.			738					
SEPT.			738					
OCT.			738					
NOV.			738					
DEC.			738					
JAN.			742					
TOTAL			8860					

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
FEB.			700	38			
MAR.			700	38			
APR.			700	38			
MAY			700	38			
JUNE			700	38			
JULY			700	38			
AUG.			700	38			
SEPT.			700	38			
OCT.			700	38			
NOV.			700	38			
DEC.			700	38			
JAN.			700	42			
TOTAL			8400	460			

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

James A. C. L. DIRECTOR
 Name and Title of Authorized Official
Betsy A. Marchand
 Signature Date

For CETA Approval Only:

Jack A. Brown 120-79
 Accountant Date
James A. C. L. 1-20-79
 Principal Administrative Analyst Date

POSITION LISTING

TITLE VI PROJECTS

CALIFORNIA WILDERNESS COALITION

<u>Positions</u>		Salary 2-15-79	to	Benefits 2-14-80	<u>Total</u>
One	Project Coordinator	\$8400		\$460	\$8860

Micro Fiched

1. PROJECT ABSTRACT

The purpose of the Public Lands and Resources Education Project (PLRE) is to improve and expand public understanding of and involvement in the various public land and resource planning processes. If these lands are to be managed in the public interest, it is vital that the public become actively involved in the decision-making processes. The PLRE Project will enhance public involvement by providing a centralized clearinghouse of learning resources and information on planning processes, public lands and their resources, and how citizens can effectively participate. Finally, the program will train the Project Coordinator as a professional in the fields of public education and involvement, and lands and resources planning.

Micro Fished

Currently, public lands and resources planning, and the public involvement sought by agencies follows a piecemeal approach. Citizens are asked to comment on the allocation of this resource or that particular unit of land without being informed about the larger generic lands and resources issues and policy questions in any given area of the state. Also, there is only limited inter-agency coordination in educating the public on issues or areas which cross agency boundaries. The PLRE Project will draw the activities of the Forest Service, the Bureau of Land Management, the National Park Service, and the State Department of Parks and Recreation and other government agencies together, interpret their decision-making processes, and identify avenues for effective citizen participation.

Project methods will include, but not be limited to: preparation of educational publications; identification and dissemination of the various agency, public, and private learning resources (slide shows, films, documents, speakers, information centers, etc.) that are available which deal with public lands and resources issues; providing a referral service by which public, educational, and governmental entities' and individuals' information needs can be met; and assist the preparation of workshops which will educate both the public and the managing agencies.

The intended result of this Project is that there will be increased public participation in public lands and resources decision-making. Also, it is hoped that the Project will cause managing agencies to be more sensitive and responsive to the various types of public educational needs. A major benefit of higher quality public involvement will be to alleviate the confrontations which occur when the public sectors feel left out of or ignored by agency decision-making.

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake Services throughout Yolo County.
2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations. Micro Fished
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.
4. Eligibility of applicants for CETA positions will be determined by Project M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.
5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.
6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.

8. When an applicant has been selected for the CETA position, the agency shall
: notify the M.O.V.E. Project immediately.

Micro Fiched

Filling Vacancies

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork may be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

Micro Fished

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well

Micro Fished

as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manpower Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 78 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following: **Micro Fished**

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertized job opening - a copy of the ad.

Approved requests for time off should be given with no dockage of pay.

CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manpower Administration, this CETA procedure is to be utilized.

Micro Fished

COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

A. Definitions.

Micro Fished

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:
 - a. The individual is declared eligible upon intake; and
 - b. The individual receives employment, training, or services under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk)).
2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).
3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).
4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.
5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.
6. Party: includes both complainant and respondent.
7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.
2. Issues involving respondents who are subgrantees or sub-contractors shall have been processed through that sub-grantee or subcontractors own procedures before utilizing this procedure.
3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.
4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.
5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.
6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

Micro Fished

C. Complaint Resolution Procedure.

1. Filing of Complaint

- a. Complaints shall be filed with the filing officer designated by the agency.
- b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.
- c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

- h. In cases where the complainant is a participant, sub-grantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working following the informal conference. Such notice shall include the procedure for appeal

Micro Fished

3. Request for Hearing

- a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.
- b. Complaints should be filed in writing, but may be filed orally provided that they are immediately reduced to writing with the assistance of the filing officer or other designated CYMA staff member.
- c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.
- d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

4. Time Limits

All time limits may be extended by mutual agreement of the parties and CYMA.

5. Notice of Hearing

- a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.
- b. The notice shall contain:
 - (1) The date and hour of the hearing;
 - (2) The place of the hearing.

- (3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.
- (4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.
- (5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.
- (6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

Micro Fished

6. Conduct of hearing

- a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.
- b. There shall be a full opportunity for the complaint to be heard.
- c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.
- d. All parties shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.
- e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explanation in support of their positions or contentions.
- f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.
- g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

- h. The decision shall be promptly given to all parties and their representatives.
- i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.

j. Order of Hearing.

Micro Filmed

- (1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.
- (2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.
- (3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.
- (4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.
- (5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.
- (6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

- (1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.
- (2) A listing of the attendees.
- (3) A clear and concise statement of the issues.
- (4) The findings of fact based on the entire record as disclosed at the hearing.
- (5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.
- (6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.
- (7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

Micro Fished

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups formed within the Yolo County area.

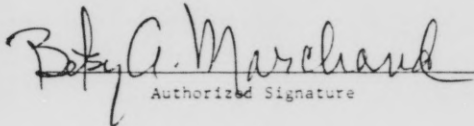
Micro Fished

Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

Signature Page

Micro Flohed

As a subgrantee of the Yolo County Employment and Training Administration, I
certify that I have read and understand and I agree to follow the policies
and procedures outlined in this Handbook.


Authorized Signature

FEB 13 1979

Date

COUNTY OF YOLO

Subgrant Signature Sheet

Title VI - Projects

Agreement/
Subgrant No. 79-27

Grantor (PRIME SPONSOR)
COUNTY OF YOLO, a political subdivision
of the State of California

Subgrantee

City of Woodland

This SUBGRANT is entered into by the PRIME SPONSOR, hereinafter referred to as the GRANTOR and the City of Woodland hereinafter referred to as SUBGRANTEE. The SUBGRANTEE agrees to operate a subprogram of the GRANTOR'S Comprehensive Employment and Training Program in accordance with the provisions of the agreement.

FILED

Program

MAR - 9 1979

Sanitary House Sewer Service Connection Replacement Program

Address

PETER McNAMEE, Clerk

By Baldwin Rodgers
Deputy

300 First Street

City

Phone

Woodland, CA 95695

666-5416

Program Director

Micro Fiched

A. L. Hiatt

County of Yolo hereby makes a SUBGRANT to SUBGRANTEE pursuant to the Comprehensive Employment and Training Act of 1973 as mandated in accordance with the terms and conditions of the SUBGRANT attached hereto, and SUBGRANTEE agrees to adhere to and perform all the terms and conditions set forth therein including the General Assurances and the Additional Assurances.

The term of the SUBGRANT shall begin on February 1, 1979.

The term of the SUBGRANT shall end on January 31, 1980.

The total amount of the SUBGRANT is \$65,454.

Approved for the SUBGRANTEE

Approved by the GRANTOR (PRIME SPONSOR)

By Signature

By Signature

Thomas A. Peterson
Name and Title

3/6/79
Date

Betsy A. Marchand
Name and Title

FEB 13 1979
Date

THOMAS A. PETERSON
CITY MANAGER

Betsy A. Marchand, Chairman
Yolo County Board of Supervisors

Type name and Title of Authorized Officer

1 SUBGRANT

2 COUNTY OF YOLO

3 This SUBGRANT dated this 1st day of February,
4 1979, by and between the County of Yolo, a political subdivision,
5 hereinafter called Prime Sponsor or County, and the City of
6 Woodland hereinafter called SUBGRANTEE.

7 W I T N E S S E T H:

Micro Fished

8 Recitals

- 9 1. County of Yolo is a Prime Sponsor within the meaning of the
10 Comprehensive Employment and Training Act of 1973, as amended
11 (PL 93-203 and PL 93-567), hereinafter referred to as CETA
12 and as such by Code of Federal Regulations is charged with the
13 basic responsibilities of a Prime Sponsor and the parts and
14 sections of CETA referred to therein, which provides as follows:
15 (a) Compliance with plans and assurances.
16 (b) Compliance with Part 98 of the Regulations.
17 (c) Establish priorities for receipt of assistance authorized
18 under the Act taking into account the priorities identifi-
19 ed by the Secretary and the significant segments repre-
20 sented among the economically disadvantaged, unemployed,
21 and underemployed residing within the jurisdiction.
22 (d) Designing program operating activities which are to the
23 maximum extent feasible, consistent with every partici-
24 pant's fullest capabilities and will lead to employment
25 opportunities enabling every participant to become
26 economically self-sufficient, and will contribute to the

1 occupational development or upward mobility of every
2 participant (Secs. 101 and 703 (9).

3 (e) Advising all participants of their rights and responsi-
4 bilities prior to entering the program and granting the
5 opportunity for an informal hearing as provided in §98.26;
6 and

7 Microfilmed (f) Making maximum efforts to achieve the provisions of the
8 plan.

9 2. The City of Woodland is by virtue
10 of this agreement a SUBGRANTEE of County under CETA, within
11 the jurisdiction of County, and desires to operate a program
12 strictly in accordance with that statute and this SUBGRANT.

13 Agreements

14 1. Subgrant

15 This SUBGRANT sets forth the terms and conditions of a SUBGRANT
16 between PRIME SPONSOR and SUBGRANTEE. This SUBGRANT consists
17 of the following:

- 18 (a) This SUBGRANT.
19 (b) Signature Sheet.
20 (c) Assurances and Certification.
21 (d) Project Abstract
22 (e) CETA Budget
23 (f) CETA Position Listings
24 (g) Program Operations Handbook
25 (h)
26 (i)

1 2. Program

2 SUBGRANTEE shall in a manner satisfactory and proper as
3 determined by PRIME SPONSOR perform the services described in
4 the attachments listed above under Subgrant which are subject
5 to all the terms, conditions, and assurances of this SUBGRANT.

6 3. Term

Micro Fished

7 The term of this SUBGRANT shall begin February 1, 1979,
8 and shall end January 31, 1980, as set forth in the
9 Signature Sheet. Grant funds may not, without advance written
10 approval by PRIME SPONSOR, be obligated before the beginning
11 of the term or after the ending of the term.

12 4. Payment

13 PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and
14 necessary costs incurred in the performance of this contract
15 in accordance with the following:

16 (a) Total Reimbursement shall not exceed the amount of
17 \$ 65,454, as set forth on Signature Sheet.

18 (b) Payment of costs incurred in the performance of this
19 contract shall be paid on the basis of an approved
20 monthly claim as follows:

21 (1) Within ten (10) days following the completion of
22 each calendar month SUBGRANTEE shall submit to
23 PRIME SPONSOR a claim itemizing all expenditures
24 made pursuant to this subgrant during the preceding
25 month.

26 (2) The County Administrative Officer of PRIME SPONSOR,

1 or his designee, shall review that claim, may review
2 the records, books of account, trial balance and
3 vouchers of SUBGRANTEE, and shall approve the claim
4 to the extent that SUBGRANTEE has incurred reasonable
5 and necessary costs pursuant to this subgrant,
6 including the Budget Schedules attached hereto.

Micro Fished

- 7 (3) To the extent permitted by the Federal Government,
8 the County Administrative Officer or his designee
9 may approve in advance of working capital to SUB-
10 GRANTEE. Each advance of working capital shall be
11 made on application in writing by SUBGRANTEE. Each
12 approval shall be in writing and shall set forth
13 the terms for repayment. Repayment shall be offset
14 against amounts payable on monthly claims. The
15 terms of repayment may be modified by written order
16 of the County Administrative Officer or his designee:
17 Upon termination of this subgrant any unpaid advances
18 shall be offset against any remaining payments to
19 SUBGRANTEE. Any advances exceeding remaining pay-
20 ments shall be repaid to PRIME SPONSOR immediately.

- 21 (c) Reasonable and necessary costs shall be determined by
22 PRIME SPONSOR in accordance with the requirements of the
23 United States Department of Labor and the United States
24 OMB, Circulars A-87 and A-102, and any additional
25 requirements or procedures established by PRIME SPONSOR.
26 (d) It is expressly understood by PRIME SPONSOR and

1 SUBGRANTEE that PRIME SPONSOR has made applications to the
2 United States Department of Labor for a grant of funds
3 under the Comprehensive Employment and Training Act of
4 1973, as amended, for the purpose of funding services
5 under this contract and that PRIME SPONSOR is not
6 obligated to provide funds to SUBGRANTEE and SUBGRANTEE
7 is not obligated to provide services under the contract
8 until such funds are available to PRIME SPONSOR by the
9 Department of Labor. Micro Fished

- 10 (e) Approved claims shall be paid only from funds granted to
11 PRIME SPONSOR by the U. S. Department of Labor.

12 5. Records, Audit, Inspection

13 (a) Establishment and Maintenance of Records

14 The SUBGRANTEE shall maintain records, including but not
15 limited to books, financial records, supporting docu-
16 ments, statistical records, personnel, property and all
17 other pertinent records sufficient to reflect properly,

18 (a) all direct and indirect costs whatsoever nature
19 claimed to have been incurred and anticipated to be con-
20 current to perform this contract, and (b) all other
21 matters covered by this SUBGRANT for which the mainten-
22 ance and retention of records is required by law,
23 including but not limited to U.S. OMB Circulars No.
24 A-87 and No. A-102, and regulations of the U.S. Department
25 of Labor, including but not limited to 29 CFR & 98.18.
26 The obligation to maintain and preserve records shall not

1 be diminished by any instructions or advice given by
2 PRIME SPONSOR. SUBGRANTEE agrees to provide reasonable
3 written reports to PRIME SPONSOR.

4 (b) Preservation of Records

5 SUBGRANTEE shall preserve and make available its records
6 related to this SUBGRANT (a) until the expiration of
7 three (3) years from the date of final payment to
8 SUBGRANTEE under this SUBGRANT (b) for such longer period,
9 if any, as required by applicable law.

10 If this SUBGRANT is terminated, the records
11 relating to this SUBGRANT shall be preserved
12 and made available for a period of three (3)
13 years from the date of any resulting final
14 settlement.

15 (c) Accounting by SUBGRANTEE

16 SUBGRANTEE shall establish and maintain at all times, on
17 a current basis in conjunction with the Program, an
18 adequate accrued accounting system covering all costs,
19 items and expenditures with respect to the Program, in
20 accordance with generally accepted accounting principles
21 and standards, and in accordance with requirements of the
22 Federal Government and any PRIME SPONSOR requirements as
23 set forth in the SUBGRANTEES' Fiscal Activities Manual.

24 (d) Examination of Records and Facilities

25 At any time during normal business hours, PRIME SPONSOR
26 or duly authorized representative thereof, shall until

1 expiration of three (3) years after final payment under
2 this SUBGRANT have access to and the right to examine its
3 offices, and facilities engaged in performance of this
4 SUBGRANT and all its records with respect to all matters
5 covered by this SUBGRANT, including the right to audit,
6 examine and make excerpts of transcripts and from such
7 records to make audit of all contracts and subcontracts,
8 invoices, payrolls, records or personnel conditions of
9 employment, material and all other data relating to
10 matters covered by the SUBGRANT.

11 (e) Documentation of Cost

Micro Fished

12 All cost shall be supported by properly executed payrolls,
13 time records, invoices, contracts, or vouchers or other
14 official documentation evidencing in proper detail the
15 nature of propriety of the charge. All checks, payrolls,
16 accounting documents, pertaining in whole or part of this
17 contract shall be clearly identified and readily
18 accessible.

19 6. Suspension of Disallowance of Payments

20 PRIME SPONSOR may at any time elect to offset against, suspend,
21 or disallow payment to SUBGRANTEE in whole or part or to de-
22 mand repayment under this agreement in the event of any of the
23 following occurrences, to wit:

- 24 (a) If SUBGRANTEE (with knowledge) shall have made any mis-
25 representation of any nature with respect to any
26 information or data furnished to PRIME SPONSOR in

1 connection with Program.

2 (b) If SUBGRANTEE is in default under any provisions of this
3 agreement.

4 (c) If SUBGRANTEE maintains a pattern of discrimination.

5 (d) If SUBGRANTEE incurs unreasonable administrative costs
6 in the conduct of activities and program.

7 (e) If the SUBGRANTEE fails to comply with any other terms
8 and conditions of this SUBGRANT.

9 (f) If SUBGRANTEE submits to PRIME SPONSOR any reports
10 which are incorrect or incomplete in any material
11 respect.

12 7. Termination of SUBGRANT

13 (a) With Cause

14 PRIME SPONSOR may terminate the SUBGRANT in the following
15 instances by giving written notice to the SUBGRANTEE at
16 least five (5) days prior to the effective termination
17 date stated in the notice:

18 (1) If through any cause SUBGRANTEE shall fail to ful-
19 fill in timely and proper manner its obligations
20 under this Agreement.

21 (2) If SUBGRANTEE shall violate any of the covenants
22 or stipulations of this Agreement.

23 (3) If the grant from the U. S. Department of Labor
24 under which this Agreement is made is terminated.

25 (4) If SUBGRANTEE is unable or unwilling to comply with
26 such additional conditions as may be lawfully applied

1 by the U. S. Department of Labor to the grant under
2 which this Agreement is made. SUBGRANTEE shall not
3 be relieved of liability to PRIME SPONSOR for
4 damages sustained by PRIME SPONSOR by virtue of
5 any breach of the Agreement by SUBGRANTEE and PRIME
6 SPONSOR may withhold any reimbursement to SUBGRANTEE
7 for the purposes of setoff until such time as the
8 exact amount of damages due PRIME SPONSOR from
9 SUBGRANTEE is agreed upon or otherwise determined.

10 (b) Without Cause

Micro Fished

11 PRIME SPONSOR may terminate this SUBGRANT at any time by
12 giving written notice to SUBGRANTEE of such termination
13 and specifying the effective date thereof, at least 30
14 days before the effective date of such termination. If
15 the SUBGRANT is terminated by PRIME SPONSOR as provided
16 herein, SUBGRANTEE will be paid an amount which the same
17 ratio to the total compensation as the services actually
18 performed bear to the total services of SUBGRANTEE
19 covered by this SUBGRANT, less payments of compensation
20 previously made.

21 8. Severability of Provisions

22 If any provisions of this SUBGRANT are held invalid, the re-
23 mainder of this SUBGRANT shall not be affected thereby, in
24 such remainder would then continue to conform to terms and
25 requirements of applicable law.

26 ///

1 9. Exculpatory Clause

2 SUBGRANTEE shall indemnify and hold harmless and defend PRIME
3 SPONSOR, its officers, employees and agents from and against
4 all claims, losses, liabilities, or damages, including attorney
5 fees, arising out of or resulting from the performance of this
6 Agreement, caused in whole or in part by any negligent act or
7 omission of SUBGRANTEE or anyone directly or indirectly
8 employed by SUBGRANTEE, regardless of whether or not it is
9 caused in part by a party indemnified hereunder.

10 10. Legal Relationship

- 11 (a) It is herein understood and agreed that SUBGRANTEE is an
12 independent contractor and that no relationship of
13 employer-employee exists between the parties hereto.
14 That SUBGRANTEE shall not be entitled to any benefits
15 available to employees of PRIME SPONSOR. That PRIME
16 SPONSOR is not required to make any deductions from the
17 compensation payable to SUBGRANTEE under the provisions
18 of this Agreement; that as an independent contractor,
19 SUBGRANTEE thereby holds PRIME SPONSOR harmless from any
20 and all claims that may be made against PRIME SPONSOR
21 based upon any contention by any third party that an
22 employer-employee relationship exists by reason of this
23 Agreement.
- 24 (b) It is further understood and agreed by the parties hereto
25 that SUBGRANTEE in the performance of its obligations
26 hereunder is subject to the control or direction of PRIME

1 SPONSOR merely as to the result to be accomplished by the
2 services herein agreed to be rendered and performed and
3 not as to the means and methods for accomplishing the
4 result.

Micro Fished

5 (c) If, in the performance of this Agreement, any third
6 persons are employed as employees of SUBGRANTEE, such
7 persons shall be employed by and shall be entirely and
8 exclusively under direction, supervision and control of
9 Agreement nor any Agreement pursuant hereto shall
10 obligate the Federal Government to enter into any
11 Agreement with SUBGRANTEE or any other entity for Federal
12 financial assistance in connection with this Agreement;
13 or for the planning or undertaking of any work element
14 not included in this Agreement. Any such agreement will
15 be entered into at the sole discretion of the Federal
16 Government.

17 11. Monthly Report

18 SUBGRANTEE shall be responsible for filing monthly reports
19 with PRIME SPONSOR. Each report shall be made on forms
20 approved by PRIME SPONSOR and shall contain all data and
21 information concerning both quality and quantity of program
22 performance required by PRIME SPONSOR. Each report shall set
23 forth the extent to which the Program Performance Goals have
24 been met and shall explain in detail the reasons any such
25 plans have not been met. Each report shall set forth the
26 extent expenditures exceed a prorata portion of the entire

1 budget category for the term of this program and shall explain
2 in detail the reasons for such excess.

3 12. Procedures for Corrective Action

- 4 (a) Whenever the County Administrative Officer of PRIME
5 SPONSOR determines in the manner set forth herein that
6 SUBGRANTEE has failed to comply with any provision of
7 this SUBGRANT, the County Administraive Officer may
8 order corrective action.
- 9 (b) Before making such an order, the County Administrative
10 Officer or his designee shall give SUBGRANTEE ten (10)
11 days' written notice setting forth the nature of SUB-
12 GRANTEE'S noncompliance and a procedure whereby SUBGRANTEE
13 and its officers or responsible employees may have an
14 opportunity to meet with the County Administrative
15 Officer or PRIME SPONSOR or his designee for the purposes
16 of considering the need for and nature of corrective
17 action.
- 18 (c) An order for corrective action shall be in writing and
19 shall set forth specific directions for corrective action,
20 a detailed timetable for implementing the specific
21 directions for reporting to PRIME SPONSOR as to
22 implementation. The order shall be served on SUBGRANTEE.
- 23 (d) If SUBGRANTEE shall fail to implement an order for
24 corrective action, or if it shall fail to do so within
25 the timetable set for implementation, the County
26 Administrative Officer of the PRIME SPONSOR may recommend

1 that the Governing Body suspend payments hereunder or
2 terminate this SUBGRANT.

- 3 (e) If SUBGRANTEE shall fail to comply with the administrative
4 requirements of this SUBGRANT, such as those requiring
5 the timely submission of all periodic reports, and if
6 such failure shall not be suggestive of other apparent
7 misfeasance, malfeasance, or nonfeasance, the County
8 Administrative Officer shall be empowered, without con-
9 sultation with the Governing Body, to suspend or delay
10 any and all payments under this SUBGRANT until such
11 failure is rectified.

Micro Fished

12 13. Property

- 13 (a) Any property acquired by SUBGRANTEE pursuant to this
14 Agreement shall be governed by the provisions of
15 Attachment N of OMB Circular No. A-102 and SUBGRANTEE
16 shall be subject to the obligations of grantee set
17 forth therein, and as between PRIME SPONSOR and SUB-
18 GRANTEE, PRIME SPONSOR shall have all the rights of
19 grantee agency set forth therein. Generally it is
20 expected that grant property will be retained and used
21 throughout its useful life in the grant program for
22 which it was acquired or if that program is terminated,
23 or if the property is no longer needed in the program,
24 in any other similar program of SUBGRANTEE, or PRIME
25 SPONSOR.
26 (b) The SUBGRANTEE'S Property Standards of Non-Expendable

1 Personal Property shall include the following procedural
2 requirements:

- 3 (1) Property records shall be maintained accurately and
4 provided for: A description of the property, manu-
5 facturer's serial number or other identification
6 number, acquisition data and cost, source of the
7 property, use and condition of property.
- 8 (2) Physical inventory of property shall be taken and
9 the result reconciled with the property records
10 at least once a year to verify the existence,
11 current utilization, and continued need for property.
- 12 (3) Adequate maintenance procedures shall be implemented
13 to keep property in good condition.
- 14 (4) A control system shall be in effect to insure
15 adequate safeguards to prevent loss, damage, or
16 theft to property. Any loss, damage or theft of
17 non-expendable properties shall be investigated
18 and fully documented.

19 14. Contingent Fee

20 SUBGRANTEE warrants that no person, selling agency or other
21 organization has been employed or retained to solicit or
22 secure this agreement upon an agreement or understanding for
23 commission, percentage, brokerage, or contingency fee. For
24 breach or violation of this covenant the PRIME SPONSOR shall
25 have the right to annul this agreement without liability or,
26 at its discretion, to deduct from the compensation or otherwise

1 recover, the full amount of such commission, percentage,
2 brokerage, or contingency fee.

3 15. Laws

4 SUBGRANTEE shall comply with all the applicable laws, decisions,
5 statutes, regulations and ordinances of the United States,
6 the State of California, and local governments.

7 16. Rights

Micro Fished

8 SUBGRANTEE agrees to and does hereby grant to the Federal
9 Government a royalty-free, non-exclusive and irrevocable
10 license throughout the world of government purposes to publish,
11 translate, reproduce, and otherwise use and dispose of, and to
12 authorize others to do so, all data, including reports,
13 patents, copyrights, drawings, blueprints, and technical
14 information resulting from the performance of the work under
15 this SUBGRANT. SUBGRANTEE will not include copyrighted
16 matter in the material furnished under this agreement without
17 written permission from the copyright owner. The SUBGRANTEE
18 further agrees that in the performance of this SUBGRANT no
19 person having interest that would conflict with the performance
20 of this SUBGRANT shall be employed.

21 17. Right to Reuse

22 If, under the provisions of this SUBGRANT, SUBGRANTEE develops
23 any systems analysis products, models, electronic data
24 processing systems, software and related services, SUBGRANTEE
25 agrees that the methods, materials, logic, and systems
26 developed pursuant to this SUBGRANT shall be the property of

1 PRIME SPONSOR, and be used as PRIME SPONSOR sees fit,
2 including the right to reuse and publish the same without
3 limitation.

4 18. Personnel

5 (a) SUBGRANTEE represents that he has, or will secure at his
6 own expense, all personnel required in performing the
7 services under this SUBGRANT. Such personnel shall not
8 be employees of or have any contractual relationship
9 with PRIME SPONSOR.

10 (b) All of the services hereunder will be performed by
11 SUBGRANTEE or under his/her supervision, and all personnel
12 engaged in the work shall be fully qualified and shall be
13 authorized under State and local law to perform such
14 services.

15 (c) None of the work or services covered by this SUBGRANT
16 shall be subcontracted without the prior written approval
17 of PRIME SPONSOR.

18 (d) SUBGRANTEE may not terminate, layoff, or reduce the
19 working hours of an employee in anticipation of hiring
20 an individual with funds available under Title VI. In
21 addition, no participant shall be used to fill positions
22 or provide services normally provided by temporary,
23 part-time, or seasonal workers or contracted out, or to
24 fill full-time vacancies. SUBGRANTEE shall not hire any
25 person into any job funded under Title VI when any other
26 person is on lay-off from the same or any substantially

equivalent job.

19. Assignments

Without the written consent of PRIME SPONSOR, this SUBGRANT is not assignable by SUBGRANTEE either in whole or in part.

20. Alterations

No alteration or variation of the terms of this SUBGRANT shall be valid unless made in writing and signed by the parties hereto.

21. Waiver

Micro Fished

The waiver by PRIME SPONSOR of any default, breach or condition shall not be construed as a waiver on the part of the PRIME SPONSOR of any default, breach or condition precedent, or any other right hereunder.

22. Successors

This SUBGRANT shall bind and insure to the successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party had been expressly named herein.

23. Cost of Living Council

The SUBGRANTEE agrees to comply with Applicable Regulations and Standards of the Cost of Living Council in establishing wages and prices.

24. Clean Air Act of 1970

If the amount of this SUBGRANT exceeds \$100,000, the SUBGRANTEE agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970.

///

1 25. Nepotism

2 Neither SUBGRANTEE nor any of SUBGRANTEE'S contractors shall
3 hire, or cause or allow to be hired, a person into an
4 administrative capacity, staff position or public service
5 employment position funded under CETA, if a member of his or
6 her immediate family is employed in an administrative capacity
7 for the PRIME SPONSOR, SUBGRANTEE or any employing contractor.
8 However, where a state of local statute regarding nepotism
9 exists which is more restrictive than the policy, the eligible
10 applicant should follow the State of local statute in lieu of
11 the policy.

12 (a) The term "member of the immediate family" includes: wife,
13 husband, son, daughter, mother, father, brother,
14 Micro Fished brother-in-law, sister, sister-in-law, father-in-law,
15 mother-in-law, aunt, uncle, neice, nephew, step-parent,
16 and step-child.

17 (b) The term "Administrative capacity" includes those persons
18 who have overall administrative responsibility for a
19 program, including all elected and appointed officials
20 who have any responsibility for the obtaining of and/or
21 approval of any grant funded under the Act, such as
22 members of the PRIME SPONSOR Planning Council, other
23 officials who have an influence or control over the
24 administration of the program, as set forth in 29 CFR §
25 98.22(b)(3).

26 (c) The term "staff position" includes all CETA staff

positions funded under the Act, such as instructors, counselors and other staff involved in administrative, training or service activities.

26. Non-Discrimination

Micro Fished

This contract and any subcontract hereunder is subject to the President's Executive Order 11246 (as amended by 11375), Title VI of the Civil Rights Act of 1964, (as amended by the Equal Employment Opportunity Act of 1972) and Revised Order #4 of the Federal Register. The SUBGRANTEE agrees that any service, financial aid or other benefit to be provided by SUBGRANTEE under this SUBGRANT shall be furnished without discrimination because of sex, race, creed, color, religion, national origin, political affiliation, belief, heritage, or handicap (as defined in 29 CFR § 98.21(h)).

27. Federal Aid

It is understood by the parties hereto that neither this Agreement nor any Agreement pursuant hereto shall obligate the Federal Government to enter into any Agreement with SUBGRANTEE or any other entity for Federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

28. Fidelity Bond

Prior to any disbursement of funds to SUBGRANTEE for any purpose other than for premium for fidelity bonds, PRIME

1 SPONSOR shall receive a statement from the chief Fiscal
2 Officer of SUBGRANTEE or from SUBGRANTEE insurer assuring
3 PRIME SPONSOR to satisfaction that all personnel of SUBGRANTEE
4 handling funds receive from PRIME SPONSOR for disbursement
5 under this agreement are covered by a fidelity bond in an
6 amount and manner consistent with the coverage deemed
7 necessary by PRIME SPONSOR. If the bond is cancelled or
8 reduced, the SUBGRANTEE shall immediately notify the PRIME
SPONSOR. In that event the PRIME SPONSOR shall not make any
further disbursements to SUBGRANTEE until it is assured that
the coverage initially approved by PRIME SPONSOR has been
reinstated.

Micro⁹ Filed
10
11
12
13 29. Insurance

14 SUBGRANTEE shall maintain an insurance plan for general
15 liability, as prescribed by PRIME SPONSOR.

16 30. Entire Agreement Modifications

17 This agreement constitutes the entire agreement between the
18 parties hereto for services furnished pursuant to this
19 agreement. This agreement may be modified, altered, or
20 revised only upon the written consent of both parties hereto.

21 31. Notices

22 All notices to be given SUBGRANTEE may be given by deposit
23 in the United States mail, postage prepaid, addressed to
24 SUBGRANTEE at the address set forth on the Signature Sheet.
25 WHEREFORE, the parties have executed this SUBGRANT

26 No. 79-27.

COUNTY OF YOLO, PRIME SPONSOR

Betsy A. Marchand
(Signature of Authorized Officer)

FEB 13 1979

Chairman - Yolo County Board of Supervisors
(Title of Authorized Officer)

Micro Fished

CITY OF WOODLAND
(Legal Name of SUBGRANTEE)

W. A. Jensen
(Signature of Authorized Officer)

3/6 19 79

CITY MANAGER
(Title of Authorized Officer)

(Corporate Seal)

///

///

///

///

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-203, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

Micro Fished

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

- d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703(1)).
- e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.
- f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.
- g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)). Micro Fighed
- h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).
- i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713(2)).
- j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).
- k. Appropriate standards for health and safety in work and training situations will be maintained (section 703(5)).
- l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

m. Provision of workmen's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry workmen's compensation statute; and provision of workmen's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e.; work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by an applicable workmen's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

Micro Filled

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(8)).

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall only be for occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).

t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).

u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703 (14)).

v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).

Micro Fished

w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to sec. 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where sec. 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

x. It will comply with the labor standards requirements set out in section 706 of the Act.

y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).

z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.

aa. If the applicant is financed by letter of credit:

(1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;

(2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;

(3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities; 2) it will notify the RA, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

Micro Filled

B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures and certifies that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).
2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).
3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).
4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).

5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974). Micro Filled

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of title III (sec. 346(a)(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide

participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c) (4) and 604).

2. To the extent feasible, public service jobs shall be provided in occupational fields which are most likely to expand within the public or private sector as the unemployment rate exceeds except where exempt under section 604 of the Act (sections 205(c) (6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c) (7)).

Micro Fished

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c) (8)).

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205(c) (9)).

6. Periodic review procedures established pursuant to section 207(a) of the Act will be complied with (section 205(c) (17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and reevaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with a view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c) (18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c) (19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupational advancement, including opportunities for the disadvantaged (section 205(c) (21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c) (22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c) (23)). Micro Fished

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205 (c) (24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c) (24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their application (sec. 305(a) of Pub. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employees are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service may refer those veterans specified above. If sufficient numbers of veterans are not available, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of disseminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

Micro Fished

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas (section 205 (c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas

except that funds allocated under Title VI of the Act (section 603(a)(2)(B)), to an area eligible for assistance under Title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)). None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

F. Additional Assurances for Title III Program

It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec. 346(a)(2)).

Micro Fished

The SUBGRANTEE also certifies that these assurances and certifications are correct and as part of the contractual agreement will comply with all of the provisions contained therein.

COUNTY OF YOLO, PRIME SPONSOR

B. G. Marshland
(Signature of Authorized Officer)

FEB 13 1979

Micro Fished

Chairman - Yolo County Board of Supervisors
(Title of Authorized Officer)

CITY OF WOODLAND
(Legal Name of Subgrantee)

3/6 19 79

Thos. A. Peterson
(Signature of Authorized Officer)

CITY MANAGER
(Title of Authorized Officer)

CETA TITLE VI OPERATING BUDGET

PROJECTS

☒ ORIGINAL ☐ REVISION NO. _____

DATE February 1, 1979

Subgrantee Name and Address:

Contact Person A. L. Hiatt

Phone 662-5416

Contract No. _____

Period: From 2-1-79 To 1-31-80

Program Name Sanitary House Sewer Service
Connection Replacement Program

MONTH	ACTIVITY							TOTAL
	CT	OJT	PSE	WE	SERVICE	OTHER	SUMMER	
FEB.			5,340					
MAR.			5,340					
APR.			5,340					
MAY			5,340					
JUNE			5,340					
JULY			5,340					
AUG.			5,569					
SEPT.			5,569					
OCT.			5,569					
NOV.			5,569					
DEC.			5,569					
JAN.			5,569					
TOTAL			65,454					

MONTH	COST CATEGORY						TOTAL
	ADMIN.	ALLOW.	WAGES	FRINGES	TRAINING	SERVICES	
FEB.			4,392	948			
MAR.			4,392	948			
APR.			4,392	948			
MAY			4,392	948			
JUNE			4,392	948			
JULY			4,392	948			
AUG.			4,605	964			
SEPT.			4,605	964			
OCT.			4,605	964			
NOV.			4,605	964			
DEC.			4,605	964			
JAN.			4,605	964			
TOTAL			53,982	11,472			

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BUDGET IS CURRENT AND COMPLETE AND THAT ALL OUTLAYS AND UNPAID OBLIGATIONS ARE FOR THE PURPOSES SET FORTH IN THE CONTRACT DOCUMENT.

For CETA Approval Only:

Name and Title of Authorized Official

Accountant

Date

B. A. Marchand FEB 13 1979
Signature Date

Principal Administrative Analyst

Date

POSITION LISTING
TITLE VI PROJECTS
CITY OF WOODLAND

Micro Fished

	<u>Positions</u>	<u>Salary</u> <u>2-1-79</u>	<u>to</u>	<u>Benefits</u> <u>1-31-80</u>	<u>Total</u>
Five	Maintenance Worker I				
	6 mos @ 723/165	\$21,690		\$ 4,950	\$26,640
	6 mos @ 758/168	22,740		5,040	27,780
One	Engineering Aide I				
	6 mos @ 777/123	4,662		738	5,400
	6 mos @ 815/124	<u>4,890</u>		<u>744</u>	<u>5,634</u>
Six	TOTAL	<u>\$53,982</u>		<u>\$11,472</u>	<u>\$65,454</u>

I. PROJECT ABSTRACT

From 1948 until 1960, the City of Woodland Public Works Department connected new houses to the sanitary sewer main in the street with a type of sewer pipe that was manufactured from cellulose fiber impregnated with coal tar (fiber pipe). This was accepted in the industry at that time as a trouble free, root proof sewer pipe.

Unfortunately, this type of pipe did not perform as expected, but instead gradually flattened from the load of the earth backfill, with the consequence of tree roots entering the pipe at the joints. This has caused the complete failure of many house sewers and a great deal of plumbing problems. There are in excess of 1,300 such installations in the City.

Micro Fished

The City has been replaping these sanitary sewer house services only on an emergency basis as there is insufficient manpower to do this on a program basis.

A potential health hazard exists on any pipe that has not been replaced, as often the sewage backs up and rises to the surface of the ground in the front yards or else a resident will attempt to unclog the sewer by excavating and exposing the sewer which then allows sewage to fill the excavation. If this is not immediately attended to, it becomes an attractive nuisance to neighborhood children; needless to say, this is a violation of the State Health Code.

The City now makes such sewer replacements with vitrified clay pipe, which is recognized as the best material that can be used.

The City applied for this same project in July, 1978, and received approval, but because of Proposition 13 layoffs and recruitment difficulties since then, about only one month with only two to three CETA employees has been devoted to this program. Consequently, the program has barely been started. What little has been accomplished thus far has been very beneficial to the residents involved through reduced plumbing bills and an improved public health condition.

Procedures for Recruitment and Selection of Participants

1. All requests from agencies to fill CETA PSE positions should be directed to the Yolo County Employment and Training Administration. YCETA will contact M.O.V.E. Project personnel who are under contract to provide recruitment and intake services throughout Yolo County.
2. In order to give preference to special groups of unemployed persons who are most severely disadvantaged, M.O.V.E. Project advises the Employment Development Department of job vacancies approximately forty-eight hours in advance of other organizations.
Micro Fished
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.
4. Eligibility of applicants for CETA positions will be determined by Project and M.O.V.E. in conjunction with the Employment Development Department and the Yolo County Welfare Department. Eligibility is determined by unemployment and income criteria provided by the Department of Labor.
5. Upon certification of eligibility, CETA applicants will be referred for possible selection. Special groups of applicants who are experiencing unusual difficulty in entering the job market will be given preference in referral.
6. Selection of participants shall be based on objective procedures consisting of application review, and oral interviews before a personnel representative, unit supervisor, or a qualification board. Positions requiring typing skills may use a typing test. Written tests are in most cases not encouraged, however, as all positions are entry level. If a physical examination is required prior to employment, the costs shall be paid for by the employing agency.

7. All applicants for CETA positions shall be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position as well as individuals who have interviewed but have not been selected.
8. When an applicant has been selected for the CETA position, the agency shall notify the M.O.V.E. Project immediately.

Filling Vacancies

As soon as the agency knows that a CETA position is going to become vacant, the agency must notify the Yolo County Employment and Training Administration immediately so that the necessary paperwork can be done on the CETA participant leaving the position and the procedure for reopening the position may be initiated.

Micro Fished

Participant Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants must be oriented to their rights and responsibilities that come with working in your agency. Among those orientation activities required under CETA are the following:

1. Explain all the employee fringe benefits available and how to apply for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include. Micro Fished
3. If your agency conducts a special class for orientation, be sure the CETA participant attends.
4. Explain your organization's personnel standards and procedures - especially those relating to complaints and grievances. It is advised that the CETA participant sign that he/she has read and understands these procedures.
5. Advise the CETA participant of all promotional opportunities within your organization.

Training And Supportive Services

All possible in-service training and job related vocational training should be made available to participants employed under CETA. A training plan must be developed for each individual participant to ensure that educational and experience requirements of the specific occupation are attained. To this end, maximum utilization should be made of local adult educational systems as well as the following educational institutions in the Sacramento Labor Market Area: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, and Consumnes River College. Costs of tuition, travel, and books of the participant may be reimbursed from CETA funds, if such funds are available, the costs not excessive, and the Yolo County Senior Manager/Coordinator has approved a written request for such training in advance of any costs for training being incurred. In addition, participants who have nearly reached their 18 week limitation on CETA PSE funding and who do not have solid prospects for continued employment with your organization shall be advised of the availability of job search training through the M.O.V.E. Project of the Yolo County Office of Education. This training is designed to train CETA participants to conduct their own search for continued employment.

Micro Fished

Supportive Services for CETA participants are also available from the Yolo County Employment and Training Administration through contract with M.O.V.E. Project. Immediate supervisors of CETA participants who suspect that job related problems are related to personal needs for child care, transportation, family planning services, legal services, medical care, or any other needs not directly related to job conditions should contract the Yolo County Employment and Training Administration for assistance in securing supportive services.

Career Development

Participants must also have an employability plan relating to their career development beyond their stay on the CETA PSE program. Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioning. Agencies are also encouraged to hire the CETA participants into higher classifications once they have attained the necessary experience and are able to perform their duties at a high level, if at all possible. In order that an employer not be taken advantage of by excessive absence from work while the participant is searching for another job, it is recommended that the immediate supervisor determine the following: **Micro Fished**

1. If the participant is going for a job interview - the place and time of the interview; or
2. If the participant is intending to make application for an advertised job opening - a copy of the ad.

Approved requests for time off should be given with no dockage of pay.

CETA Complaint Resolution Procedure

The CETA Complaint Procedure is included in this Handbook and can be used by either participants, agencies with contracts with CETA, or any other party who wants to complain.

In cases of CETA participants or any other aggrieved parties, who have complaints against your agency, the internal complaint resolution procedure of the agency must be exhausted before this CETA procedure is utilized. In cases where the complainant is your agency and the respondent is the Yolo County Manager's Administration, this CETA procedure is to be utilized.

Micro Fished

COUNTY OF YOLO MANPOWER AGENCY
COMPLAINT RESOLUTION PROCEDURE

This complaint resolution procedure is intended for resolution of any issue arising between the County of Yolo Manpower Agency (CYMA) or any subgrantee or subcontractor or any participant under any Title of the Act.

This procedure is adopted in accordance with Section 98.26 of the CETA regulations. Any complainant must exhaust this procedure before filing a formal allegation with the U. S. Department of Labor under sub-part C, Part 98 of the CETA regulations.

A. Definitions.

Micro Fished

1. Participant: shall mean an individual who qualifies and receives services, except for an individual who receives only outreach intake (including assessment) services, or takes part in activities under provisions of the Act. An individual applicant becomes a participant when:
 - a. The individual is declared eligible upon intake; and
 - b. The individual receives employment, training, or services under the Act following intake, except for an individual who receives only outreach and intake (including assessment) services (29 CFR sections 94.4 (kk)).
2. Subgrantee: shall mean any governmental unit or private non-profit agency which receives a grant from a prime sponsor, grantee, or eligible applicant under the Act. (29 CFR sections 94.4 (ccc)).
3. Any Other Aggrieved Party: Any individual or agency, excluding participants and subgrantees (examples include, CETA paid staff, applicants for CETA staff, applicants for participation, etc.).
4. Complainant: A complainant may be a participant, subgrantee, or any aggrieved party as defined in this procedure, and is the party bringing action under this procedure.
5. Respondent: is the party against who a complaint is brought under this procedure and may be the County of Yolo Manpower Agency, a subgrantee, or a subcontractor.
6. Party: includes both complainant and respondent.
7. Adverse Action: shall mean any action which results in termination, demotion, suspension, removal for cause, or salary reduction.

8. Nonadverse Action: shall mean any third party complaints or issues involving an individual or individuals which do not result in an adverse action.

B. Use of Procedure.

1. This complaint procedure is not intended to be a means of changing laws, rules, or policies.
2. Issues involving respondents who are subgrantees or subcontractors shall have been processed through that subgrantee or subcontractors own procedures before utilizing this procedure.
3. When CYMA takes an adverse action against a participant, such procedures will have included a written notice setting forth the grounds for the adverse action and give the participant and opportunity to respond.
4. Issues involving complainants who are participants or subgrantees shall be processed through the informal conference and informal hearing stages of this procedure.
5. Issues involving action toward any other aggrieved party shall be processed through the informal conference stage of this procedure only.
6. Upon completion of the appropriate steps, a written decision will be rendered notifying the complainant and respondent of their rights to appeal under sections 98.43 & 98.44 of the CETA regulations.

Micro Fished

C. Complaint Resolution Procedure.

1. Filing of Complaint

- a. Complaints shall be filed with the filing officer designated by the agency.
- b. While oral complaints may be made, it is preferable that all complaints be filed in writing. Where a complaint is made orally, it shall be reduced to writing with the aid of the filing officer, immediately. The complaint shall be signed by the complaining party.
- c. Complaints may be filed by mail or be delivered personally to the designated officer. Complaints filed by mail shall be deemed filed on the date received.

- h. In cases where the complainant is a participant, subgrantee, or subcontractor, if resolution does not result, the CYMA staff member shall write a brief report stating the issues and final determinations made as a result of the review process. Such report shall be provided to the complainant and the respondent in writing within 5 working days following the informal conference. Such notice shall include the procedure for appeal.

- a. The request for hearing shall be filed in person or by mail with the filing officer within 10 working days after the informal conference, or the scheduled date of the conference if complainant fails to attend.

- c. A complaint shall state the name of the complainant, the name of the respondent, the nature of the complaint, the date of the informal conference, whether or not the complainant attended the informal conference, the result of the informal conference, and the action requested.
- d. The hearing should then be scheduled within 15 working days following the receipt of the request for hearing.

All time limits may be extended by mutual agreement of the parties and CYMA.

- a. Complainant and respondent shall be notified in writing of the hearing at least 10 days in advance of the date of the hearing.
- b. The notice shall contain:
 - (1) The date and hour of the hearing;
 - (2) The place of the hearing.

- (3) The purpose of the hearing and a statement of the issues and pertinent sections of the Act or regulations involved.
- (4) The necessity for attending the hearing and the disadvantage of not attending including the fact that a complainant must exhaust this procedure prior to bringing any action before the Department of Labor under sections 98.43 or 98.44 of the CETA regulations.
- (5) A statement of complainant's rights to present testimony, to bring witnesses and records, to be represented by counsel, and to present oral argument.
- (6) Advice as to where further information or assistance may be obtained, including an address or telephone number of a CYMA staff member who can answer inquiries.

Micro Fished

6. Conduct of hearing

- a. The hearing shall be conducted by a hearing officer from the State Office of Administrative Hearings.
- b. There shall be a full opportunity for the complaint to be heard.
- c. All parties shall have the right to be represented by counsel or other representatives of their own choosing.
- d. All parties shall be entitled to hear the whole testimony and evidence produced against them, to know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side.
- e. All parties shall have the right to offer evidence and witnesses in their behalf and to rebut or explain testimony or evidence against them. This shall include the right to cross examine other parties and witnesses and to offer argument or explanation in support of their positions or contentions.
- f. There shall be a written decision setting forth findings of fact and giving reasons for the decision.
- g. The conclusions or opinions in the decision shall be governed by and based upon all the evidence adduced at the hearing. There shall be reasonable grounds to support them.

k. Decision. The hearing officer shall prepare a written decision within 15 working days of the conclusion of the hearing. Said decision shall be sent to complainant, respondent, and the Manpower Administrator of CYMA. The decision should be written in clear, simple, non-technical language and should include the following information:

- (1) A statement that a hearing was held at which the involved parties, their representatives, and witnesses appeared and were heard.
- (2) A listing of the attendees.
- (3) A clear and concise statement of the issues.
- (4) The findings of fact based on the entire record as disclosed at the hearing.
- (5) The opinion and reasons for the decision based on the material and the applicable section of the Act or regulations.
- (6) The conclusion, based on the findings of fact and opinion, indicating the final judgment of the hearing officer on the issues involved and pronouncing the action involved.
- (7) Length of time, manner and place in which an appeal against this decision may be filed in writing with the appropriate regional administrator, employment and training administration. The complainant may file an appeal against the decision no later than 30 days after the rendering of the final determination on behalf of CYMA.

Micro Fished

L. Action. Enforcement of the final decision shall be within the discretion of the Manpower Administrator of CYMA.

m. Record of Hearing.

The hearing shall be recorded by a certified shorthand reporter. The written decision of the hearing officer shall serve as the official record of the hearing. If the hearing is also tape recorded, the tape recording shall be retained along with the hearing officer's decision as a record of the hearing. Such records must be retained for three (3) years after the grant has been officially closed out.

- h. The decision shall be promptly given to all parties and their representatives.
- i. Notice of right to file a formal complaint regarding this decision with the Department of Labor and the procedures for doing so must accompany the decision.
- j. Order of Hearing.

(1) The hearing officer shall begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer shall take testimony under oath or affirmation.

Micro Fished

- (2) The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.
- (3) The party involved has the right to be represented if he or she so desires. Otherwise, he or she is limited to his or her own abilities and those of the hearing officer in obtaining testimony in the case.
- (4) It is important that the hearing officer obtain the fullest information for the record. If the parties involved or their representatives do not know how to ask the right or pertinent questions in pursuing the right to due process, it shall be necessary for the hearing officer to step in and to have all the materials and relevant facts elicited.
- (5) Generally, strict rules of evidence shall not apply in obtaining facts. However, the quantity of evidence required to support a decision or an issue should be sufficiently credible that a court, upon reviewing the decision, would conclude that the decision is supported by substantial evidence.
- (6) The hearing officer should attempt to negotiate resolution of the issue at any time prior to the conclusion of the hearing.

CETA Affirmative Action Policy

It is the policy of the Yolo County Employment and Training Administration to provide equal opportunity and employment for all persons participating in its programs on the basis of merit and fitness; to prohibit discrimination based on age, sex, race, color, national origin, physical or mental handicap, religion, political affiliation, or beliefs; to provide promotional opportunities and to achieve, insofar as possible by affirmative action, a work force in which there are represented the diverse cultural groups found within the Yolo County area.

Micro Fished

Subgrantees will be required to review the YCETA Affirmative Action Plan to subscribe to the policy of Equal Employment Opportunity, and to assist YCETA in attaining its affirmative action goals in the hiring of participants.

Donna M. Wright

Signature Page

As a subgrantee of the Yolo County Employment and Training Administration, I certify that I have read and understand and I agree to follow the policies and procedures outlined in this Handbook.

Micro Fiched

Betsy A. Marchand
Authorized Signature

FEB 13 1979

Date